

To,

<SELLER NAME>

<Seller Address>,

Dear Sir/Ma'am,

Sub: Assignment of the rights and obligations under MP agreement

("Contract")

Aviance Sales Mart Pvt. Ltd. ("we") is a party to the Contract with "<Seller name> " for using the Fabolic Platform to offer and sell Seller's Products to the users of the Platform.

This is to inform you that we are hiving off our existing 'marketplace business' i.e., the business of providing online e-commerce for physical goods through website www.fabolic.com, mobile application and the Fabolic wireless application protocol mobile website, collectively, through which we provide a portal for merchants to list their goods for sale and connect to users) into a new entity, Fabolic E-commerce Private Limited ("Fabolic E-commerce").

Pursuant to such hive -off, we will be assigning our rights and/or obligations under the Contract to Fabolic E-commerce.

The purpose of this letter is to inform you of, or seek your consent to (as applicable), the assignment of our rights and/or obligations under the Contract to Fabolic E-commerce. In order to ensure effectiveness, we request you to countersign this letter, in acceptance and/or acknowledgment of such assignment. For the avoidance of doubt, this letter constitutes prior notice/intimation (as applicable) under the Contract to assign our rights and/or obligations under the Contract. Your counter signature (if required) will constitute your acceptance to such assignment. In case we do not receive any communication from you as stated above, it will be deemed as your consent to the above mentioned arrangement.

Once Fabolic E-commerce starts operations, the services being provided by us under the Contract will be provided to you by Fabolic E-commerce, such that all our rights and/or obligations under the Contract will be deemed to be the rights and/or obligations of Fabolic E-commerce.

The effective date of such hive-off will be the date on which the "market place undertaking" (as such term is defined under the business transfer agreement entered between Aviance Salesmart Pvt. Ltd. , and Fabolic E-commerce ("BTA")) is hived off to Fabolic E-commerce pursuant to the BTA, which shall be no later than (operation commencement date). In the event, the hive-off is pushed beyond (operation commencement date), we will once again intimate you of such effective date of the market place hive off.

Please note that the migration pursuant to the hive-off will be seamless, without any disruption in services. The Contract between you and us will continue to remain in force and there will be no new arrangement between Fabolic E-commerce and you.

Yours sincerely,

Aviance Sales Mart Pvt. Ltd.

Terms & Conditions

This Market Place Agreement ("Agreement") is entered on Wednesday 7th September 2016 (the Effective Date)

By And Between

<SELLER NAME>

Here in after referred to as "Seller"/ "Merchant" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors and permitted assigns of the FIRST PART.

AND

Aviance Sales Mart Pvt. Ltd. , an existing company under the provisions of Companies Act, 2016, having its registered office at **B1/1 G vishesh khand Gomti nagar Lucknow 226010** and having its principal place of business at **C-1/45 vikrant khand Gomtinagar Lucknow 226010** (hereinafter referred to as, "**Fabolic**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors and permitted assigns of the FIRST PART.

Seller means entity referred to in Seller's details form of the Second Part.

("Fabolic" and "<SELLER NAME>" are hereinafter individually referred to as a "Party" and collectively as "Parties".)

WHEREAS:

- A. Fabolic owns and operates an online market place on the website located at the URL www.fabolic.com, mobile application, Fabolic IVR, Fabolic WAP (collectively referred to as Platform) which acts as an online platform facilitating different sellers to sell their Products and/or Services and enabling different buyers to purchase the Products and/or Services offered by sellers;
- B. Seller being desirous of using the Fabolic Platform to offer and sell Seller's Products (defined below) to the users of the Platform and have completed Fabolic's Seller Registration Form to enroll as a registered Seller on the Platform; and

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:

"Acceptance" shall mean execution of the agreement by <Seller name>

1. of this Agreement or acceptance of this agreement whether electronically or digitally, by which action the Seller expressly accepts and agrees to be bound by the terms and conditions of this Agreement.
2. "Agreement" shall mean this Agreement in its entirety, including all content which is referenced and/or hyperlinked in this Agreement.
3. "Banned Products" shall mean the products/goods/articles/services included in the Fabolic Banned Products List, which is included herein by reference and/or hyperlinked to this Agreement.
4. "Buyer"/ "Customer"/ "User" shall mean any user of the Fabolic Platform who purchases any Product and/or Services of the <Seller name> through the Fabolic Platform.
5. "Catalogue" shall mean details relevant to the sale / purchase of the Products, including the Selling Price, an informative description of each Product (including but not limited to the length, breadth

and height of the Product) and its contents, by way of text descriptions, graphics, or pictures or videos as provided by the <Seller name>.

6. "Cataloging Fee" shall mean the fee for creating a Catalogue of the Seller's Products to be offered through Fabolic Platform.
7. "Courier Fees" shall mean the fees payable to Fabolic for availing of the courier services through Fabolic's Courier Partner(s) and shall mean the courier fees as may be provided from time to time in the Commercial Term Segment.
8. "Courier Partner" shall mean the third party enabling courier company/ies with whom Fabolic has partnered, to enable the Sellers to avail their logistic services for couriering / delivering the purchased Products to the Buyers.
9. "Fulfillment Centre" shall mean a third party enabling partner's (with whom Fabolic has tied up) building / warehouse, identified by Fabolic to the Seller, at Fabolic's discretion, where Seller may place a limited quantity of the Product until the Products are sold and dispatched to the Buyers.
10. "Fulfillment Centre Charges" shall mean the charges as may be provided in the Commercial Term Segment as the fulfillment center charges.
11. "Invoice" shall mean the invoice as may be raised by the <Seller name> on the purchase of a Seller's Product and /or Services by a Buyer, through the Platform.
12. "List Price" shall mean the price of a Product in INR at which a Product is listed at Fabolic Platform by the <Seller name>.
13. "Listing Fee" shall mean the fee paid by <Seller name> to Aviance SalesMart pvt. Ltd. for listing a Product on Fabolic Platform.
14. "Malpractice" shall mean and include but not limited to selling and delivering wrong, fake, duplicate, spurious, counterfeit, damaged, defective, refurbished or previously owned Products by Seller to Users/Buyers.
15. "Maximum Retail Price (MRP)" shall mean the price in INR imprinted on Product inclusive of all taxes.
16. "Order" shall mean the order placed by the Buyer online through the Fabolic Platform for the purchase of Seller' Products and Services.
17. "Packaging Material Charges" shall mean the charges as may be provided in the Commercial Term Segment as Packaging Service charges.
18. "Payment Collection Fees" shall mean the fees (or percentage) as may be provided in the Commercial Term Segment as payment collection fees.
19. "Fabolic Platform" / "Platform" shall mean the online market place on the website located at the URL www.fabolic.com, mobile application, Fabolic IVR, Fabolic WAP (individually or collectively) which acts as an online platform for different Sellers to sell their Products and for different Buyers to purchase the Products and/or Services offered by Sellers.
20. "Fabolic Marketplace Fees" shall mean fee payable to Fabolic by the Seller as per Commercial Terms Segment and includes call centre charges.
21. "Fabolic Policies" means the various policies which Fabolic may issue and make applicable on the Seller from time to time including but not limited to Seller Panel Terms of Use of the Platform

which are applicable to the Seller.

22. "Product(s)" / "Service(s)" shall mean the Product(s) and/or Service(s), made available by the Seller for sale on the Fabolic Platform.
23. "Seller Panel" shall mean a web page / account on the Platform provided by Fabolic to the Seller with a unique login id and password to update the order status, price and inventory of the Products on the Platform.
24. "Seller Proceeds" shall mean the net amount receivable by the Seller after deduction of the Fabolic Marketplace Fees, Payment Collection Fees, Courier Fees, Fulfillment Centre Charges (if applicable) and other charges (if any) from the Selling Price.
25. "Selling Price" shall mean List Price less any discount (if any) offered by Seller and which is the final price of the Product in INR that Buyer pays.
26. "Shipment SLA" shall mean SLA for dispatch mentioned on each Product page, and it is Seller's responsibility to honor Shipment SLA.
27. "Term" shall mean the period starting from the Effective Date of this Agreement by the Seller till the termination of this Agreement in accordance with Clause 11 provided below.
28. "Transaction" shall mean a bipartite transaction for the sale by the Seller and Buyer for purchase of Products and/or Services through the Platform.

"Territory" shall mean the Republic of India.

2. SELLER REGISTRATION

1. Use of this marketplace for the Sale of Products through the Platform is limited to the Seller who can lawfully enter into legally binding contract and has completed the registration process and provided relevant details as required by Fabolic. <Seller name> represent that Seller, in Seller's individual capacity and/or as an authorized representative of the entity (i.e., is eligible to legally bind the said entity) by registering as a Seller on the Platform and further represents that the Seller is competent to contract, is 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.
2. Seller also represent that the <Seller name> has provided to Fabolic, Seller 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., Sales Tax Registration/declaration, and other compliance related details through the Seller Registration Form and that such information is true and correct as on date and the Seller undertakes to keep the same updated at all times during the subsistence of this Agreement.
3. <Seller name> will be responsible for maintaining the confidentiality of the Seller Panel and the information provided therein, and shall be fully responsible for all activities that occur under Seller's Seller Panel. Seller shall neither disclose nor part with the Seller Page credentials to anyone including any third party aggregators for the purpose of managing Seller's inventory and fulfilling Seller orders. Seller agree to (a) immediately notify Fabolic of any unauthorized use of Seller's account information or any other breach of security, and (b) ensure to log out from the Seller Panel at the end of each session. Fabolic cannot and will not be liable for any loss or damage arising from Seller's failure to comply with this Section. Seller shall be solely responsible for any losses, damages as may be incurred by Fabolic or any other user of, or visitor to, the Platform due to authorized or unauthorized use of Seller Panel as a result of Seller's failure in keeping the Seller Panel and the account information secure, absolute, correct

and confidential.

4. Seller agrees and undertakes that Seller shall access Seller Panel of Fabolic only from the website having url <http://sellers.fabolic.com/> and shall not access the Seller Panel of Fabolic through the website of any third party aggregators by sharing the Seller Panel credentials given to the Seller by Fabolic.
5. Seller agrees that as a registered Seller of the Platform, Seller shall not transfer / sell / trade the Seller Panel to any other person or entity.

Fabolic reserves the right to determine the Sellers who may sell on the Platform. Fabolic also reserves the right to suspend access to registered Sellers to the Platform and the Seller Panel, or to terminate such access granted under this Agreement, without assigning any reasons thereto. Fabolic also reserves the right to select / delist the Products displayed/offered for sale or to be displayed/ offered for sale on the Platform.

3. SELLER OBLIGATIONS -

A. For SALE AND DELIVERY OF THE PRODUCT

1. Seller shall upload the Product listings for the sale of the Products in the appropriate category, through the Seller Panel. Seller shall also be required to provide all Catalogue details along with the MRP and List 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.
2. Seller represent that Seller shall provide accurate and complete Product information on the Seller Panel/Platform. The Product description shall not be misleading or in violation of any legal provision and shall describe the actual condition of the Product. If the sold Product does not match the Product description displayed on the Platform, Seller agrees to refund any amounts that Seller may have received from the Buyer and compensate and indemnify Fabolic of any entailing legal consequences or otherwise losses suffered by it.
3. Seller shall be responsible for ensuring that the Seller Panel is updated and reflects the real-time availability / non-availability of the Products listed on the Platform. Fabolic shall not be responsible for claims made by Buyers for inaccurate Product availability details that are displayed on the Platform due to any negligence / default on the part of Seller to provide updated and accurate Product information. Seller shall be required to retain an adequate inventory of the Products listed on the Platform, for successful fulfillment of Orders.
4. Seller shall not attempt to sell any products falling in the category of product prohibited for sale in India under any law for the time being in force. However Fabolic may from time to time as may be applicable provide for any product not allowed to be sold through Fabolic Platform (Annexure 1) in addition to the category of product prohibited for sale in India under any law for the time being in force. Fabolic shall be entitled to block all such products and shall also have the right to suspend or terminate the Seller's access to the Seller Panel and the Platform and/or terminate this Agreement forthwith.
5. When a Buyer elects to purchase a Product through the Platform, the order so received shall be reflected in the Seller Panel and Seller hereby authorizes Fabolic to receive the payment in respect of the said Order for the Product on behalf of the Seller only in the capacity of an online marketplace. All commercial/contractual terms in respect of the Product/Services are offered by Seller and agreed upon between Seller and Buyer alone. The commercial/contractual terms in respect of Product/Services include (without limitation) price, shipping costs, payment methods and terms, date, period, and mode

of delivery, and warranties and after-sales services related to products and/or services. Fabolic does not determine, advise, have any control, or in any way involve itself in the offering or acceptance of such commercial/contractual terms in respect of Product/Services between Sellers and buyers. Seller understands, agrees and acknowledges that Fabolic is an intermediary which facilitates the online transaction for sale of Products between the Seller and Buyer and that there is no privity of contract between the Buyer and Fabolic; and it shall be a bipartite transaction between the Seller and Buyer and Fabolic shall not be a party to the same.

For all Orders placed on the Platform, payments shall be collected by Fabolic on behalf of the Seller, in the mode (i.e. payment gateway or cash on delivery) as opted for by the Buyers. Seller hereby authorizes Fabolic to process, facilitate, collect and remit payments to Seller, (collected either electronically or through cash on delivery), from the Buyers in respect of sale of the Products through the Platform. Use of the payment facility shall not render Fabolic liable or responsible for breach of representations and warranties, non-provision of after-sales or warranty services or fraud as regards the products and/or services listed on the Platform. Seller also agrees and acknowledges that the payment facility provided by Fabolic 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 through the Platform. Further, by providing the payment facility, Fabolic is neither acting as a trustee nor acting in a fiduciary capacity with respect to any transaction on the Platform.

7. On the Buyer making the payment of the Selling Price through the payment gateway provided on the Platform or opting for cash on delivery, Seller will be intimated of the same through the Seller Panel.
8. Fabolic shall provide the necessary backend infrastructure for capturing the Buyer/order details placed on Seller. Orders placed by the Buyer will be forwarded to Seller/reflected in the Seller Panel. Seller shall package the Product(s) in accordance with the applicable packaging guidelines including if any issued by Fabolic from time to time and dispatch the Product(s) to the Buyer.
9. Seller shall ensure that the purchased Product is dispatched to the Buyer, within Shipment SLA, along with all the required information, manuals, accessories (where applicable) warranty documents (where applicable) and any other relevant documents, to enable the Buyer to optimally use the Product purchased.
10. Issuing correct and complete invoice is the sole and primary responsibility of the Seller. Seller shall issue an Invoice in the name of the Buyer, which Invoice shall be sent to the Buyer along with the Product. Seller shall be responsible to update the Seller Panel to reflect this development.
11. Seller shall maintain details of all invoices as per applicable tax laws and shall be solely responsible to maintain proper records of such invoices including but not limited to maintenance of books of accounts in respect of the Transactions through the Platform.
12. Seller shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000, Rules and Guidelines framed there under as applicable and amended from time to time, Legal Metrology Act, 2009 related rules and Guidelines and also all applicable domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in force), including the guidelines issued from time to time by Department of Industrial Policy and Promotions and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/ VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding Seller's listing, and sale of products and/or services through the Platform. Seller shall ensure not to list or engage in any transaction in a Product and/or service, which is unlawful, illegal or prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

13 .In case of Products and in case if the same is applicable to the Seller.

- a. The Seller shall in particular ensure that if any of Seller Products and/or Services listed on the Platform qualifies as an "Antiquity" or "Art treasure" as defined in the Act ("Artwork"), Seller shall indicate that such Artwork is "non-exportable" and sold subject to the provisions of the Antiquities and Art Treasures Act, 1972, and shall ensure that it is not delivered to any Buyer at any place outside India.
- b. The Seller shall ensure that all descriptions, advertisements and labelling ("Product Description") of the Products are in accordance with provisions of all applicable laws, 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 Seller confirms that all such Product Descriptions will continue to be in compliance with all applicable laws for so long as the Agreement subsists between the Seller and Fabolic . The Seller 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 Seller confirms that all such Permits will continue in force for so long as the Agreement subsists between the Seller and Fabolic. The Seller 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 Seller confirms that the Seller shall continue to ensure that all Products sold by the Seller have been manufactured, sold, distributed, stocked in accordance with all applicable laws.]
- c. Seller acknowledges, agrees and undertakes that he / it will never obliterate, smudge or alter the Maximum Retail Price (MRP) indicated by the manufacturer or the packer or the importer. In the event of Seller being found in violation of this clause, Fabolic at its sole discretion may impose penalty of INR 15000, recover GMV of the concerned product (s), indemnify itself of all the losses, damages, legal risks / costs or may decide to impose a greater penalty and recover more damages in terms of clauses

3.26 and 3.27 of this agreement and Fabolic may further decide to suspend Seller for further business till he / it pays the so imposed penalty and or damages and Fabolic may also terminate the contract in the event of finding second and subsequent such violations on part of Seller. The Seller further agrees and understands that it shall be directly liable to face trial or proceeding if any undertaken under any law or under Legal Metrology Act, 2009 and also indemnify Fabolic if it is impleaded in any manner in such proceedings or trials for defaults committed by Seller.

14 .Seller agrees, understands and acknowledges that Fabolic is an online marketplace and Seller may choose to avail of the support services provided by the enabling partners/third party service

providers with whom Fabolic as a marketplace has tied up. For instance support services like logistics, order fulfillment and other services that may be provided by the Fabolic from time to time as a marketplace. The default fulfillment model provided by Fabolic for the delivery of purchased Products to the Buyers is the Fabolic LMD (Last Mile Delivery) Model as detailed herein below. Fabolic may, at its discretion, introduce other Fulfillment models other than those listed in this Clause, at any time in the future. On introduction of such other Fulfillment models, Fabolic may, at its discretion, offer these options to all or select Sellers. The four (4) models are detailed below for the Sellers information.

14.1 Model 1 "Fabolic LMD Model - (Default Model)" Seller will be responsible for packaging and shipping the right Product and right quantity to the Buyer via courier through Fabolic LMD network. Fabolic will assign Courier partner for each shipments and designated courier partner shall collect the shipments from Seller's pick up center or warehouses.

14.2 Model 2 "SEED" - In order to expedite collection and dispatch of the Products, a designated Courier Partner shall first collect all such ordered Products in packaged shipments from Seller and consolidate them at a designated premises (consolidation center) and then the respective Products will be dispatched to the Buyers on behalf of the Seller by the Courier Partners assigned by Fabolic;

14.3 Model 3 "Fulfillment Centers" - Seller may keep the Products in the Fulfillment Centre along with a detailed inventory of the same,; or

14.4 Model 4 "Self Shipping"- Seller will be responsible for packaging and shipping the Product to the Buyer via any courier service identified and approved by Fabolic.Seller shall keep Fabolic informed promptly on any information that shall impact the delivery of a Product to the Buyer.

B. NON-DELIVERY OR RETURN OF PRODUCTS

15. Non delivery/return of the Product due to fault of the Seller : Where the Product has not been delivered/ has been returned due to any reason/fault attributable to Seller, then Fabolic shall on behalf of the Seller refund to the Buyer the Selling Price paid by the Buyer to purchase the Product and Seller shall be liable to pay Fabolic and Fabolic shall be entitled to recover from Seller - Fabolic Marketplace Fees, Courier Charges, Payment Collection Fees, Fulfillment Charges (if applicable) and Seller Proceeds (where Fabolic has remitted the Seller Proceeds to the Seller) for that Product.
16. Non delivery/return of the Product due to any other reason : ~~Where the Product has not been delivered/ has been returned~~ due to any reason which is not attributable to the Seller, then Fabolic shall on behalf of the Seller refund to the Buyer, the Selling Price paid by the Buyer to purchase the Product and shall cause the Product to be returned to the Seller. Upon confirmation of return of Product back to Seller in appropriate condition, Fabolic shall recover any proceeds paid to Seller for that Product.
17. Seller agree and acknowledge that Fabolic shall be entitled to recover/adjust any outstanding amount due and payable by Seller to Fabolic under this Agreement from any Seller Proceeds payable to Seller and Seller undertakes not to object to such recovery/adjustment.
18. In the event of any default by Seller to deliver the Product to the Courier Partners (and therefore to the Buyer) on time or at all, Seller shall immediately update the Seller Panel / send an email to Fabolic informing of such non-delivery and the reasons thereof, immediately on the occurrence of such event. In such events, Fabolic at its discretion might cancel such orders and mark them under Seller cancellation and refund on behalf of the Seller the amount, if any paid by the Buyer for that Product.
19. Seller hereby agree to accept all Products (cash on delivery or non-cash on delivery), which are refused/not accepted by the Buyer at the time of delivery.
20. The Seller hereby agrees and acknowledges that it shall be liable to pay 50% of the Fabolic Fees due

towards Fabolic if the Seller cancels the order within the Shipment SLA and shall be liable to pay 100% Fabolic Fees due towards Fabolic if the Seller cancels the order after Shipment SLA and Fabolic shall be entitled to recover the same from the Seller.

C.GENERAL OBLIGATIONS OF THE SELLER

21. Seller shall maintain records of all the Products purchased by the Buyers through the Platform, all returns, refunds, etc., as may be required for audit and regulatory purposes and for the Platform's Customer service purposes.
22. During the Term, Seller shall appoint a representative, who shall be Fabolic's point of contact for any and all matters related to this Agreement, including but not limited to all sales and delivery related matters.
23. Seller shall be solely responsible and liable for any complaints and queries of Buyers with respect to the Products, delayed delivery or non-delivery of the Products purchased or any complaints with respect to the quality or quantity of the Products sold through the Platform.
24. Seller shall be solely responsible for making any representations or warranties with respect to the quality of the Product to the Buyer, including all relevant Product warranties.
25. Seller hereby confirms and declares that it is not a Related Party under the meaning of the Companies Act, 2013 and any Rules thereto and undertakes to disclose the same forthwith to Fabolic in the event it becomes a related party. Seller further confirms and declares and undertakes that it shall provide to Fabolic the information about its group companies which have listed their product/Services for offering their product for sale through the Platform. In the event of Seller and/or its group companies exceeding 25% of the total volume of Sales affected by all the Seller entities through the Platform, Fabolic shall have the right and be entitled to suspend/terminate the Product and/or Services through the Platform and/or this Agreement for such further period, in compliance with the guidelines issued by the Department of Industrial Policy and Promotion (DIPP) under intimation to Seller and the said suspension/termination of the Product and/or Services shall not be deemed to be a breach by Fabolic of this Agreement. Seller shall inform Fabolic about details of all its related parties as mentioned above in the following format :
 - a. Name and MID of the related seller
 - b. Relation with such seller

D.OBLIGATIONS OF THE SELLER ON MALPRACTICE

- Seller confirms and understands that selling and delivering wrong, fake, duplicate, spurious, counterfeit, damaged, defective, refurbished or previously owned Products through the Platform will cause great prejudice and harm to the reputation and goodwill of Fabolic and may also cause harm and prejudice to the Buyers. Seller acknowledges and warrants that Seller shall not sell any Product which may cause prejudice or harm to the reputation and goodwill of Fabolic. Fabolic 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 Seller without prior consent of the Seller or recover damages from the Seller if the Seller is found to be involved in any malpractice. The Seller acknowledges that Fabolic shall impose, deduct or recover annual Marketplace GMV whichever is higher as damages from Seller and terminate the Agreement forthwith without assigning any reason if the Seller is found to be indulged / involved in any malpractice. Fabolic reserves the right to adjust the above amount from any amount accrued to Seller pursuant to this Agreement.
27. Seller undertakes and agrees that product Catalogue listing details on Fabolic 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 Seller's Products listed on Fabolic Platform. If the Seller is found to be involved in any such misrepresentation or illegal activity or malpractices, the Seller

acknowledges that Fabolic reserves its right to terminate this Agreement immediately and claim damages to the extent of Rs. 1 Crore apart from making Seller liable for criminal prosecution if any.

28. Seller undertakes and agrees to dispatch and deliver only those genuine and original products that were ordered by the Buyer through the Fabolic Platform and not to dispatch empty box or any other product of lesser value or any other material which is not ordered. If Seller 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 Seller acknowledges that Fabolic reserves its right to take recourse to such legal actions and remedies as may available to it including but not limited to as contemplated under sub-clause 3.26 and 3.27 .
29. Seller undertakes and agrees that he shall not collude with a User/s or Buyer for the purpose of consumption of any offer including but not limited to cash back amount through false and fraudulent transaction or represent/pose as User/Buyer in order to consume any offer including but not limited to cash back offer of Fabolic. Seller further acknowledges and undertakes that he shall not place orders of its own Products listed on Fabolic' Platform either directly or indirectly including through its own or relative's account for earning any cash back offers, etc. In case the Seller is found to be involved in such activity, the same shall amount to malpractice under this Agreement and the Seller acknowledges that Fabolic reserves its right to take action as contemplated under sub-clause 3.26 and 3.27 or may recover 3 times of amount of GMV of the product(s) concerned plus the cash back if any offered.
30. Seller 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. Seller further undertakes that it shall not sell fake/spurious/non authentic products on the Platform. If the Seller is found to be selling fake/spurious/non - authentic products, the same shall amount to gross violation under this agreement and the Seller acknowledges that Fabolic reserves its right to take action as contemplated under sub-clause 3.26 and 3.27 and direct Seller to forthwith disable such product from Fabolic' Platform and the seller agrees to abide by such direction and advise of Fabolic and Seller would be liable to face further consequences if any thereof. For the purpose of this Agreement, fake/spurious/non authentic products shall means 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 Fabolic Platform by the Seller
 - b. If the Seller is not authorized to sell a product which may either be branded /non branded
 - c. If a Seller commits a warranty for a product on Fabolic Platform which it is not authorized to provide
 - d. If the Seller interchanges warranties between seller and brand/Manufacturer/Service Provider as may be applicable
 - e. If the Seller 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.
31. Seller undertakes and confirms that while listing the inventory of the Product, the Seller has physical possession and owns such quantity of product as listed on Fabolic and further undertakes to fulfill the orders placed by the buyer promptly. In the event of delay in shipment/delivery of Product or Seller cancellation of orders due to non-availability of Product, the Seller acknowledges that Fabolic reserves its right to take action as contemplated under sub-clause 3.26 and 3.27.
32. Seller acknowledges that Fabolic has the right to cap the maximum quantity of Product that the Seller may list in Fabolic Platform in order to control the maximum number of order Seller can receive and

deliver the orders on time.

33. Seller acknowledges agrees that Fabolic shall have the right to hold/deduct/adjust Order amount, costs, penalty, expenses along with attorneys fees with respect to any litigation filed against Fabolic by an aggrieved customer or any third party with regard to Seller's products / services the reason for which is attributable to Seller.
34. Seller confirms that Seller shall not create multiple accounts with Fabolic which may lead to misrepresentation of identity of the account holders of those accounts. Seller may also not create multiple IDs under the category of user/Buyer wherein the identities of those User/Buyer accounts do not represent the Seller. Seller is in gross violation of the Agreement if he holds multiple User/Buyer or Seller accounts.

4. PAYMENT TERMS

1. Seller shall quote the best, lowest and competitive Selling Price (inclusive of all applicable taxes and charges) for each Product on the Platform.
2. Fabolic shall have the right to amend the Fabolic Fees percentage applicable to any Product as provided in the Commercial Term Segment, with notice of the same to Seller by way of an email and/or a notification on the Seller Panel detailing such modifications/ amendments/ revisions to the Fabolic Fees. It shall be the Seller's responsibility to review the emails / notifications by Fabolic from time to time. Seller's continued use of Seller Panel (including any updated information in Seller Panel, listing of Products, inventory maintenance, etc.) after such modifications/ amendments/ revisions of the Fabolic Fees shall be deemed as acceptance of such modifications/ amendments/ revisions.
3. Seller may provide a discount / offer on the Products. The Selling Price of the Products offered for sale by the Seller on the Platform shall be in accordance with applicable laws, rules and regulations (i.e. either equal to, or less than, the maximum retail price of that Product). The maximum retail price, along with other statutory declarations, shall be mentioned on each Product and/or on its packaging in accordance with applicable laws.
4. The Selling Price in respect of a Product purchased by a Buyer shall be received in full by Fabolic either through the online system, i.e., the payment gateway offered by Fabolic on the Platform, or by way of cash on delivery
5. Seller will be responsible for payment of all applicable taxes including sales tax and VAT.
 - A. Seller agrees and acknowledges that Seller will pay Fabolic, the Fabolic Marketplace Fees, Courier Fees, Payment Collection Fees, Fulfillment Centre Charges, any other fees, and applicable service taxes on it, as provided in Commercial Term Segment, for all the orders received through Fabolic.
6. Fabolic shall release the payment of the Seller Proceeds to the Seller within 15 days from date of confirmation of delivery of Product to the Buyer, after deducting Fabolic Fees, the Courier Fees, Payment Collection Fees, Fulfillment Centre Charges and any other applicable Fees and applicable taxes, as per the Commercial Term Segment.
7. For any Fabolic Fees deducted in accordance with clause 4.6, Fabolic shall release the TDS amount to the Seller within 30 days after receiving accurate TDS certificate. TDS deposit is explicit responsibility of Seller to government on time as per Income Tax Act.
8. Seller agrees that Fabolic shall, at all times, have the right and option to deduct / adjust any payments due to, or from, Seller in one transaction, against any payments due to, or from, Seller in other or previous transactions.

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

- 5.1 Seller agrees that Fabolic's role is limited to managing the Platform for the display of the Products and other incidental services to facilitate the shopping transactions between Seller and the Buyers. Accordingly, Fabolic is merely an intermediary and is only a platform/facilitator where the Seller may offer its Products for sale. The contract for sale of any of the Products shall be a strictly bipartite contract between Seller and the Buyer. At no time shall Fabolic have any obligations or liabilities in respect of such contract nor shall Fabolic hold any rights, title or interest in the Products. Fabolic shall not be responsible for any unsatisfactory or delayed performance or any actions or inactions of the Seller including delays as a result of the Products being out of stock.
- 5.2 Seller shall ensure that the ownership in the Products purchased will be transferred to the Buyer after successful delivery of the same at the destination provided by the Buyer, until which the ownership in the Products shall vest with the Seller alone. Seller agrees and acknowledges that as a market place, Fabolic will extend its value added services as opted for by the Sellers by providing mandates to Fabolic's enabling partners for handling of logistics thereby facilitating the smooth functioning of the transaction between Seller and the Buyer and the Seller undertakes to furnish the accurate weights of the Products (i.e., actual weight of the Product and accessories if any, alongwith its Packing) to be shipped by the logistic partner. In the event of any discrepancy in the weight of the Product provided by the Seller and the weight of the Product provided by the logistic partner at the time of shipment of pick-up of shipment, the weight provided by the logistic partner shall be considered to be final and deviations if any in the logistic charges on accounts of such deviations shall be charged to and recovered from the Seller on actual basis. Any damage in transit on account of inadequate/unsuitable packaging will be to the account of the Seller.
- 5.3 Seller hereby agrees to accept all sales return (cash on delivery or non-cash on delivery), which are refused/not accepted by the Buyer at the time of delivery.
- 5.4 Seller will offer standard manufacturer's or seller's warranty actually associated with the Products. However, the Seller agrees that repair, replacement or 100% (one hundred percent) refund of money will be given to the Buyer against any manufacturing defect or damage reported by the Buyer. Seller 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. The Parties also agree and acknowledge that the primary and sole responsibility for redressal of the Buyer's complaints will rest solely with Seller at all times.
- 5.5 Fabolic offers Fulfillment Services to the Sellers who have opted for the same, wherein the Sellers store their Products at Fulfillment Centers of the enabling partners of Fabolic provide further packing, logistics services to deliver the products ordered by the Customer, provide Customer service and handle returns thereof. The Sellers who are interested in availing Fabolic's Fulfillment services shall have to register themselves as detailed in Annexure 3 to this Agreement.
- 5.6 The Seller undertakes to bear all logistics cost with respect to return/reverse orders and also acknowledges that Reverse Logistics Cost as stated in Commercial terms.
- 5.7 Seller 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 Seller. If the shipment is not accepted by Seller, no dispute related to returns shall be entertained by Fabolic.
- 5.8 Seller undertakes to provide its signature along with its stamp with Seller's name /contact number on all return shipments POD Slip. In absence of such evidence on return shipments, no return shipment query will be entertained.
- 5.9 Seller undertakes to put return shipment queries with merchant helpdesk either by email or in writing or through Seller Panel within 72 hours of receiving of shipments failing which such queries of Seller shall not be considered by Fabolic. In case of receipt of damaged product, Seller undertakes to send 360 deg photos within 72 hours of receiving such product, no claims shall be entertained against queries made after

hour.

5.10 The clauses hereinafter shall be applicable on in case of non-LMD merchants

Seller shall mark Orders as shipped only with track-able waybill numbers on courier website. In case any provided waybill is not traceable on courier site or invalid courier name beyond 48 hrs of marking orders as shipped, orders will be refunded to Customer on behalf of the Seller and the Seller shall be notified accordingly. The Seller shall instruct its courier to return the shipment back to origin. No return related query shall be entertained by Fabolic.

5.10.2 Seller shall deliver the orders in accordance with the time-line mentioned in clause 5 of Commercials Term Segment. Seller confirms and acknowledges that Fabolic reserves its right to refund any order with prior information to the Seller in case of Shipment SLA breach and the Seller shall direct the Courier Partner to return the shipment. In case, the Product is delivered to Customer, the loss of product value shall be to Seller's account.

5.10.3 In case the buyer cancels his/her order for any reason whatsoever before the delivery of such order, Fabolic will inform Seller to stop the delivery of the said order and Seller undertakes to arrange return/reverse shipment of the said order. Seller undertakes to promptly inform Fabolic about such return/reverse initiation of shipment and Fabolic confirms that Fabolic shall refund such orders on behalf of the Seller to Buyer on receipt of return/reverse confirmation from Seller. Seller acknowledges that if Seller delivers such order to the Buyer despite Fabolic informing about return/reverse initiation, Seller shall bear the cost of such order and the loss of product value shall be deducted from Seller's account by Fabolic.

5.10.4 Seller shall furnish to Fabolic Proof of Delivery ("POD") /Dispatch of order within 72 hours of such request by Fabolic. On failure of Seller to provide the same within 72 hours, Fabolic shall refund the order value to the Buyer on behalf of the Seller and Seller acknowledges that Seller shall bear the loss of such order value. Fabolic can request for POD from Sellers maximum after 20 days post delivery.

5.10.5 In case of delivery of order by in person, it is mandatory for the Seller to share Proof of Delivery with Fabolic along with Recipient Signature and Mobile number. For orders above Rs. 5,000, Seller shall share copy of the Customer ID or Unique ID proof number (Like PAN Card, Voter ID, Driving Licence & Adhaar Card), Recipient's Relation with Customer. In absence of these proofs, no return related query will be entertained by Fabolic

6. REPRESENTATIONS AND WARRANTIES

The Parties hereby represent and warrant to each other as under:

1. The Parties have all requisite power and authority, are legally competent to enter and execute the Agreement, deliver and perform their obligations under this Agreement and have been fully authorized by all requisite corporate actions to do so; and

2. The execution and performance of this Agreement by either Party does not and will not violate any provision of any existing agreement, law, rule, regulation, any order or judicial pronouncement.

3. The Seller undertakes that, at all times during the Term of this Agreement, it will:

- a) abide and be bound by the terms and conditions of the Agreement, the Fabolic Policies and the other Platform policies, as may be applicable to the Seller;
- b) not to offer for sale/sell/deliver any Banned Products or refurbished Products or to which he

has not rights to, on the Platform;

- c) deliver the Products to the Buyers in a timely manner consistent with the terms of this Agreement; and
- d) deliver the Products in accordance with all applicable laws, rules, regulations, governmental orders, etc., and applicable codes of practice, now or hereafter in effect, relating to the Seller's performance under this Agreement.

4. Fabolic is a provider of Tech platform only and does not provide any discount on price listed by seller and does not reimburse any discount offered by the seller. Seller has the sole right and prerogative to list the price of the Products and/or Services that are being offered for sale by the Seller through the Platform..

5. The Seller represents and warrants that

5.1 The Seller is competent to contract and is not disqualified from contracting under any law in India.

5.2 The Seller has and shall maintain all licenses and registrations required for selling the Products online or otherwise during the Term.

5.3 the Seller shall not describe himself/itself as an agent or representative of Fabolic or make any representations to any Buyer or any third party or give any warranties which are of such a nature that Fabolic may be required to undertake, or be liable for, whether directly or indirectly.

5.4 the Seller shall not, during the Term, offer the Products listed on the Platform, to any other website or through any other platform, at a price which is less than the Selling Price, as listed on the Platform.

5.5 the Seller shall not, at any time during the Term, transact with any Buyer directly in connection with the Order through the Fabolic Platform. The Seller agrees to attend to, and resolve, the Buyers queries with regard to the delivery of the Products and the quantity and quality of the Products within 1 (one) day from the date of receipt of such queries.

5.6 There are no restrictions, hindrances or encumbrances of any nature which, in any manner, restrict the performance of the obligations by the Seller under this Agreement.

5.7 The Seller shall be responsible for payment of the Seller's own taxes and any taxes/levies/cess applicable on the Products sold through the Platform, and shall indemnify and hold harmless, Fabolic, from any liability in this regard.

5.8 It deals only in original, legitimate and genuine Products which are either self-manufactured and/or procured from legitimate channels and in compliance with all the legal requirements. The Seller further declares that it shall not violate the intellectual property rights of any third party and shall be solely responsible for any breach or violation of such intellectual property rights, and shall keep Fabolic indemnified against any claim or damage arising out of such breach.

5.9 The content of the Products, the text descriptions, graphics or pictures ("content") in respect of the Catalogue regarding the Product being uploaded on the Platform and the Product packaging, shall not be obscene, libelous, defamatory or scandalous or which is capable of hurting the religious sentiments of any segment of the population or constitute an infringement of any intellectual property rights of any person or entity and that the Seller grants Fabolic non-exclusive, royalty free and irrevocable rights to use, display, store, reproduce, publish, transmit, cache the said content.

6. Seller agrees, acknowledge and understand that:

1. Seller is using the Platform provided and owned by Fabolic;
2. The permission granted by Fabolic to use the Platform as an online market place is on a non-exclusive basis;
3. Fabolic reserves the right to deny access to, or revoke, such permission to use the Seller Panel and/or Platform at any time;
4. Fabolic shall have the right to remove the listing of any Product being offered for sale by Seller;
5. Various banks, payment instrument provider offers cash back on usage of their payment instrument to the buyers for payment of Product / Services using their payment instrument. Seller hereby provides his consent allowing such offers by payment instrument companies to the buyers.
6. Any and all data derived as a result of this Agreement will be owned by Fabolic and Seller shall have the right to utilize such data for the duration of the Term of this Agreement to fulfill Seller's obligations hereunder; and
7. For the duration of the Term, the Platform shall be maintained by Fabolic. The ownership of the Platform shall vest with Fabolic and Fabolic shall make its best efforts to deal with any technical issues affecting the Platform (such as, for instance, the Platform becoming inoperative). Fabolic does not warrant that the Seller will be able to use the Platform and offer for sale the Seller's Products at all times or locations on the Platform or that the Platform and the services provided through the Platform will be uninterrupted or error-free or that the defects will be corrected by Fabolic.
8. Except as agreed to by the Parties, the data of Buyers will be the exclusive property of Fabolic, and Seller will not use the same for Seller's own purpose or distribute or sale or use such data in any form or means except for the purpose of this Agreement and shall keep it confidential at all times.
9. In the event of any breach or delay in the fulfillment of Seller's obligations by Seller, due to any reason, Fabolic shall not be held liable/responsible. Fabolic shall not be liable for the sale of the Products by Seller through the Platform or for any loss incurred by Seller or the Buyer therefrom.
10. The Seller represents that the Seller shall not, at any time, use any intellectual property of Fabolic in any manner without the prior written consent of Fabolic. The Seller also represents that the Seller shall not purchase any Fabolic metatags on the Internet without the prior written consent of Fabolic.
11. Seller agree that Seller will abide by and be bound by the terms and conditions of this Agreement and Fabolic Policies, including any amendments thereto made by Fabolic from time to time which may be made without notice to Seller.

The Seller represents and warrants that if Seller is found indulging in providing of false or misleading information or provision of defective or counterfeit Products, then Fabolic may initiate civil and/or criminal proceedings against the Seller and Fabolic may, at its sole discretion, suspend, block, restrict, or cancel the

Seller's registration on the Platform and /or disqualify / bar the Seller from selling the Products on the Platform

7. INTELLECTUAL PROPERTY RIGHTS

1. Both Parties agree that the brands/logos, trademarks, etc., belonging to each Party are the exclusive property of the respective Party and cannot in any circumstances be used, or copied, or altered in any manner which is identical/ similar the brands/logos/trademarks of the other Party without being specifically authorized in writing by that other Party. Seller recognizes and confirms that Fabolic has the exclusive right to supervise, allow and reject the contents of the Platform. Fabolic shall not be liable for contents and images shared, uploaded or displayed on the Platform by the Seller regarding the Seller's Products and all consequent liability will be borne by the Seller only.
2. Seller hereby grants to Fabolic the right to display/delist the Products (as updated or to be updated by Seller on the Seller Panel at any/all times) along with the related logo and/or trademark and/or brand name, etc., of the Products for marketing/selling through the Platform
3. Seller hereby authorize Fabolic to use and include Seller's trademarks (as may be provided by Seller from time to time) and Seller's corporate name on the Platform and in any directory or promotional material produced in connection with the promotion of the Platform or the Products offered by Seller on the Platform.
4. In the event the Seller has availed the Brand Store Facilities from the Fabolic, the Seller thereunder authorizes Fabolic to list it authorized dealers/distributors with the said Brand Store under the Sellers logo or trademark or Brand Name etc. Under Legal Definite Agreement with the said Dealers or Distributors If any of the Dealers or Distributors violates, infringes, indulges in any malpractices, Fabolic reserves the right to suspend, delist, block the said Dealer or Distributer including without limitation the Seller from the Platform.
5. Seller acknowledges that Fabolic is merely an intermediary with respect to the Products listed on the Platform. However, on receiving written notification of any alleged infringement of third party intellectual property rights due to display or sale of any Products/third party trademark or copyrighted matter on the Platform (including availability or sale of counterfeit goods on the Platform), Fabolic may, at its own discretion, remove / delist the allegedly infringing Products / content from the Platform, with or without prior notice to Seller.

8. ANTI BRIBERY AND ANTI CORRUPTION POLICY AND INTERESTED PARTY

DISCLOSURE

1. The Parties agree to conduct all their dealings in a very ethical manner and with the highest business standards. The Seller agrees to comply with Anti-Bribery and Anti-Corruption Policy and adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or gifts either in cash or in kind in the course of all dealings with Fabolic or any other third parties for the purpose of this Agreement. Any instances of such violations will be viewed in a serious manner and Fabolic reserves the right to take all appropriate actions or remedies as may be required under the circumstances. The Seller will provide all possible assistance to Fabolic in order to investigate any possible instances of unethical behavior or business conduct violations by an employee or hired person of the Seller.
2. Seller represents and warrants that, except as disclosed to Fabolic,
 1. no employee, officer, director, or direct or indirect owner of Seller is a government official, political party official or candidate, or an immediate family member of such an official or candidate.
 2. None of his family member or direct relative(s) is an existing employee of Fabolic and shall disclose the same in the event such family member or direct relative is an existing employee of

Fabolic.

In the event that during the Term there is a change in the information contained in this sub- clause, Seller agrees to make immediate disclosure to Fabolic, and in that case, Fabolic reserves the right to immediately terminate this Agreement by written notice.

9. INDEMNIFICATION

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

10. LIMITATION OF LIABILITY

TO THE GREATEST EXTENT PERMISSIBLE UNDER LAW, FABOLIC 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 FABOLIC SHALL BE LIMITED TO INR 1,000 (INR ONE THOUSAND ONLY).

11. TERM, TERMINATION AND CONSEQUENCES OF TERMINATION

1. Term: Agreement shall come into force on the Effective Date and shall continue unless terminated as per terms of this Agreement.
2. This Agreement may be terminated by Fabolic, with immediate effect:
 - a.if Seller are 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 Fabolic Policies;
 - b. if a petition for relief under any bankruptcy or insolvency is filed by or against Seller or Seller makes an assignment for the benefit of the creditors, or a receiver or an administrative receiver or administrator is appointed.

3. Fabolic also has the right to suspend Seller's access to the Seller Panel (instead of terminating the Agreement) for any period of time (during which time period Seller shall not be permitted to sell Seller's Products on the Platform) on the occurrence of any of the termination triggers specified in Clause 13.2 above or without any reason.
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.
5. On termination of this Agreement:
 - a. Fabolic will, with immediate effect, block Seller's access to the Platform and consequently, Seller shall not be able to offer any Products to the Buyers thereafter and shall not have the right to re-register himself /itself as a Seller on the Platform at any time after such termination, unless Fabolic, in its discretion, permits such re -registration;.
 - b. Seller shall return to Fabolic all the confidential information of Fabolic and all other properties and materials belonging to Fabolic. Where the confidential information cannot be returned in material form, Seller shall destroy all of Fabolic's confidential information and shall provide Fabolic with a certificate of destruction with respect to the same.
6. It is agreed that such provisions and obligations which, by their very nature, survive the termination of this Agreement, shall continue to be binding on the Parties.
7. On the termination of the Agreement, Seller will be entitled to only the Seller Proceeds which have become due to Seller on account of any purchase of the Products, made through the Platform, prior to the date of termination of this Agreement. Fabolic shall be entitled to adjust any monies, due from Seller to Fabolic till the date of termination, from the Seller Proceeds payable to Seller on termination.
8. Without prejudice to the foregoing, the termination of this Agreement pursuant to any of the provisions contained herein above shall not limit or otherwise affect any other remedy (including a claim for damages), which either Party may have, arising out of the event which gave rise to the right of termination.

12. GENERAL TERMS

1. **DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION:** If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with, or arising out of, this Agreement, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) to be adjudicated by a sole arbitrator to be appointed by Fabolic. Arbitration shall be held at New Delhi, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties. The Agreement shall be governed by and construed in accordance with the laws of India. The courts of New Delhi, India, shall have exclusive jurisdiction in connection with this Agreement.
2. **CONFIDENTIALITY:** The parties shall not at any time divulge, or allow to be divulged to any person, any Confidential Information unless the said information comes in public domain without breach by either Party however, no party shall be precluded from disclosing any information to the extent required in the legal proceedings. Confidential information would include but not be limited to Buyer details, market information, all work Products and documents related thereto, the contents of the Platform or any other information which is treated as confidential by Fabolic, and any other information, whether oral or in writing, received or to be received by Seller which is agreed to be treated under the same terms, whether expressly or by implication. The obligations under this Clause shall survive the termination of this Agreement

3. **FORCE MAJEURE:** No Party shall be liable for failure to perform its obligations due to Force Majeure.
4. **NOTICES:** to be served by email or post to the addresses as stated above.
5. **ASSIGNMENT:** Seller shall not have the right to assign this Agreement without the prior written consent of Fabolic. Fabolic 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 Seller for the services provided by Fabolic under this Agreement. Fabolic shall however intimate the same to the Seller either through a notice on Fabolic Platform, by email or send a written notice of the above to Seller.. This Agreement shall apply to and bind any successor or permitted assigns of the Parties hereto.
6. **MODIFICATION:** Shall be effective or binding if agreed in writing by authorized representatives.
7. **EXCLUSIVITY:** Seller agrees that Product sold by them will be launched exclusively at Fabolic Platform and shall exclusively available at Fabolic Platform for a period of 3 months from launch of Seller'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 Seller enters into an agreement with other website or platform upon expiry of the exclusivity period, Seller will inform Fabolic 20 (twenty) days in advance before entering into any such arrangement.
8. **RELATIONSHIP:** Principal to Principal basis and shall not be construed or deemed to create any association, partnership or joint venture or employer-employee relationship in any manner.
9. **ENTIRE AGREEMENT:** This Agreement, including Annexure and T & C added from time to time, shall constitute entire and final agreement between Seller and Aviance SalesMart Pvt. Ltd. with respect to the subject matter covered herein.
10. **SURVIVAL:** Any and all obligations under this Agreement which, by their very nature should reasonably survive the termination or expiration of this Agreement, will so survive
11. **SEVERABILITY:** If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision of the agreement will not affect the validity or enforceability of the remaining provisions of this Agreement.
12. **NON WAIVER:** No waiver, by either party, of any provision of this Agreement shall, in any event, become effective unless the same is in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.
13. **RECORDS:** Seller agrees that at all times during the term of this Agreement, shall maintain appropriate records relating to transactions covered under this agreement and shall allow Aviance Salesmart Pvt. Ltd. to examine, inspect, audit, and review all such records and any source document pertaining to the transaction covered under this Agreement upon written notice to Seller at least five (5) business days prior notice.
14. **AMENDMENT:** Fabolic may amend the terms and conditions of this Agreement including the Commercial Term Segment and the Fabolic Policies at any time in its sole discretion by intimating Seller by way of notification on the Seller Panel and/or by sending an email to the email ID provided in the Seller Registration Form. It is Seller's responsibility to review amendment notifications from time to time. Seller will be deemed to have accepted such amendments, if Seller continues to access the Platform/Seller Panel after the amendments are notified
by Fabolic. 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 Fabolic.

15. **COMMUNICATION:** Seller gives explicitly consent and allows Fabolic to send the messages/

communication on email or mobile from time to time.

16. **e-Agreement:** Seller hereby agrees and undertakes that Seller is legally entitled and eligible to enter into this e-Agreement 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 Seller is authorised representative of the Seller and is entitled and is legally authorised to bind the Seller 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; (iv) Bulk marketing tools which includes email lists, software, or other products enabling unsolicited email messages (Spam); (v) Cable descramblers and black boxes which includes devices intended to obtain cable and satellite signals for free; (vi) Child pornography which includes pornographic materials involving minors; (vii) Copyright unlocking devices which includes Mod chips or other devices designed to circumvent copyright protection; (viii) Copyrighted media, which includes unauthorized copies of books, music, movies, and other licensed or protected materials; (ix) Copyrighted software, which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software; (x) 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; (xi) Drugs and drug paraphernalia which includes illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms; (xii) Drug test circumvention aids which includes drug cleansing shakes, urine test additives, and related items; (xiii) Endangered species, which includes plants, animals or other organisms (including product derivatives) in danger of extinction; (xiv) 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; (xv) Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property; (xvi) Illegal goods, which includes materials, products, or information promoting illegal goods or enabling illegal acts; (xvii) Miracle cures which includes unsubstantiated cures, remedies or other items marketed as quick health fixes; (xviii) 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;(xix) Offensive goods, crime that includes crime scene photos or items, such as personal belongings, associated with criminals; (xxi) 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; (xxii) Pyrotechnic devices and hazardous materials which includes fireworks and related goods; toxic, flammable, and radioactive materials and substances; (xxiii) 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; (xxiv) Securities, which includes stocks, bonds, or related financial

products; (xxv) Tobacco and cigarettes which includes cigarettes, cigars, chewing tobacco, and related products; (xxvi) Traffic devices, which includes radar detectors/hammers, license plate covers, traffic signal changers, and related products; (xxvii) Weapons which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments; (xxix) Wholesale currency, which includes discounted currencies or currency, exchanges; (xxx) Live animals; (xxxii) Multi Level marketing collection fees; (xxxiii) Matrix sites or sites using a matrix scheme approach; (xxxiv) Work-at-home information; (xxxv) Drop-shipped merchandise; (xxxvi) Collecting and effecting / remitting payments directly /indirectly outside India in any form towards overseas foreign exchange trading through electronic/internet trading portals; and (xxxvii) 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.