

MOU Agreement and Terms and Conditions

Memorandum of Understanding This Memorandum of Understanding (MOU) is made by (SELLERS)

FULL Name _____ PAN CARD _____

ADHARCARD _____ GST NO. _____

ADDRESS: _____ PIN CODE _____

Mobile No. _____ Email: _____

and between: ECOMMERCE TRADE PLATFORM SYSTEM (ETPS) company incorporated under the laws of India having its registered office 724 7th floor, Commodity Exchange Sector 20, Vashi 400705, Navi Mumbai, Maharashtra owning and operating website and mobile application "etps.in", hereinafter referred to as Ecommerce Trading Platform System (ETPS) AND The legal business entity accepting the terms and conditions of this MOU through a duly authorized signatory (hereinafter referred to as the "the Seller") ETPS and the Seller are hereinafter individually referred to as Party and collectively as the Parties WHEREAS The Seller is in the business of purchase/sale of products in the categories selected as part of this MOU

1. ETPS is involved in the business of providing eCommerce technology (through its app and website), online marketing services, customer services, payment services, and fulfillment services to the Sellers interested in selling their products online, through its eCommerce technology platform & related services.

2. The Seller is desirous of using the services of ETPS for selling their products online through ETPS and delivery of the order.

3. The Parties are desirous of recording the terms and conditions of their MOU for the purposes set out above subject to provisions and conditions set forth herein; NOW THEREFORE, in consideration of the foregoing and the promises contained herein the Parties, hereto agree as follows: A. ETPS 's scope of services:

1. Technology services: ETPS offers an ECommerce technology platform that allow Sellers to set-up an online store on ETPS . The Seller can upload his products catalogue on the site, manage various aspects of the online store himself, and make it available to his buyers network or entire ETPS Merchant community for purchase. The technology services also include paid or complimentary use of business tools available on ETPS through a specific login created by ETPS for the Seller.

2. Order Fulfilments: ETPS shall provide customer support services and shall ensure delivery of goods.

3. Payment Services: ETPS shall facilitate payments by Buyers for their orders placed through its platform using various payment options including credit card, debit card, net banking, CBD(Cash Before Delivery), COD (cash on delivery) as well as Margin Money Payment. ETPS has created a network of payment gateways as well as companies handling COD/CBD.

4. Online Marketing: ETPS runs internet marketing services for the ETPS marketplace to drive traffic for its Sellers. ETPS can also run specific internet marketing programs and traffic acquisition programs for specific Sellers for a fee agreed mutually between ETPS & Seller.

B. Seller's Responsibilities

1. The Seller agrees to help ETPS in verifying his/her business details and credentials as may be requested by ETPS .

2. The Seller shall agree, accept and be bound by all published ETPS policies including but not limited to Terms of Use, Shipment Policy, Returns Policy, Payment Policy, Privacy Policy, General Policy & Rules and other Policies that are duly communicated in writing to the Seller or are displayed on ETPS 's platform (App, Seller Panel, Website) as updated from time to time, which are incorporated herein by reference.

3. The Seller shall pay the applicable service fees including but not limited to selling service fee and fulfilments service fee.

4. The Seller shall ensure uploading of its product catalogue on their online store at ETPS . The Seller acknowledges that he shall be solely responsible for the uploaded Product related information including o Accurate Product Description, o Pictures are an reasonably accurate representation of the physical product in stock. o Quantity shown in stock for sales is physically available.

5. The Seller shall have non-exclusive right to display, advertise and offer for sale its products on the online platform. The Seller guarantees that the product sold by him is unused as well as non-counterfeit.

6. The Seller shall ensure that the product is of generally acceptable quality and is legally allowed to be sold in India by the Seller.

7. The Seller acknowledges that any and all liabilities arising in connection with any manufacturing defect, inferior quality, unavailability of stock, undue delay in shipment or any other fault/shortcoming related to products or services provided by Seller including but not limited to infringement of intellectual property rights of any third party, shall be to the Seller's account and ETPS shall not be liable for the same in any manner whatsoever. The Seller agrees to keep ETPS harmless and indemnified in this regard.

8. The Seller shall deliver the sold products to ETPS fulfilment team or ship it directly to the customer (if prior approval has been obtained from ETPS) within 2 working days unless higher lead time has been prior approved by ETPS , clearly confirmed with Buyer and specifically included in the Delivery Terms for a particular Order.

9. The Seller shall be responsible for all after sales service of the sold product and to resolve any customer complaint regarding product quality and warranties. ETPS shall not be liable for the same in any manner whatsoever and the Seller agrees to keep ETPS harmless and indemnified in this regard.

10. All tax related liabilities and other statutory documentation including but not limited to Excise Duty/Customs Duty, Sales Tax, VAT, Octroi, ewaybill, GST KYC etc. relating to the sale of the product shall be responsibility of the Seller. ETPS shall not be liable for the same in

any manner whatsoever and the Seller agrees to keep ETPS harmless and indemnified in this regard.

11. Seller shall strictly refrain from uploading any pornographic material, socially and politically objectionable items, adult/mature content or products, any other material which are of restricted nature/require license like alcohol etc. and any material protected by copyright, trademark, patent or trade secret or other laws without the permission of the author or owner. ETPS shall not be liable for the same in any manner whatsoever and the Seller agrees to keep ETPS harmless and indemnified in this regard.

12. The Seller shall ensure that the product pricing on ETPS will be competitive compared to the price offered through other e-commerce platforms including Seller's own site. It shall be such as to allow the Buyer to make a reasonable margin after selling the product to the retail customers at a market operating price.

13. The Seller agrees to bear the cost of both the forward shipping and reverse shipping for the items returned or rejected by Buyer due to manufacturing related claim or in the event product being delivered is significantly different from its listing description

(unless modified in order description). The Seller agrees to be bound by the ETPS Return Policy to accept the items returned by customers.

14. The Seller agrees to respond to RTO Orders forwarded to him/her within 48 hours. All orders, once approved by ETPS shall be sent directly back to Seller. An automated mailer will be sent out every day with the list of orders. In case of any discrepancy Seller must respond within 48 hours to ETPS Seller Support.

15. The Seller agrees to pay the selling service fee if the Seller is unable to fulfill a confirmed order as per agreed timelines.

16. The Seller acknowledges that all payments by ETPS to the Seller shall be after deduction of any money due from the Seller to ETPS including selling fees, fulfilment fees, return charges against any other orders, etc. However, non-charging of any accrued fees, expenses

etc in the corresponding payment cycle does not constitute waiver of same, unless expressly confirmed by authorized ETPS representative in writing.

17. Seller agrees to pay ETPS the Commission as given in Annexure I of this MOU. This Commission structure may be changed by ETPS at anytime without advance notice. However, the revised rates shall be applicable for future sales only as will be communicated by ETPS .

18. Seller agrees that ETPS shall not be responsible for any losses occurring to seller due to a revised negotiated rate duly accepted by him and he shall fulfill the order on the negotiated rate as accepted by him using ETPS Technology. ETPS shall deduct all applicable fee as per annexure 1 from the negotiated price (final selling price) from merchant payout.

C. Seller's Representation & Warranties The Seller hereby represents and warrants that:

1. it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder;

2. its execution, delivery and performance of this Agreement, and ETPS 's exercise of rights under this Agreement, will not conflict with or result in a breach or other violation of any agreement or other third party obligation by which it is bound;

3. it has necessary legal rights to publish the products, pictures, data and other details published by the Seller on ETPS including any trademarks, logos or devices forming part of the same and is not putting up any details as mentioned in this MOU or otherwise on ETPS which may result in a third party claim against ETPS or its directors, members, officers and employees or other Sellers/Vendors.

4. it will comply with all applicable Central Laws, State Laws, byelaws/regulations of concerned Municipality and other statutory bodies in its performance of this Agreement in connection with the offering, sale, shipment and payment receipt of all products and services offered and/or sold through ETPS .

D. Indemnity The Seller agrees to defend and hold ETPS and its affiliated and related entities, and any of their shareholders, officers, directors, agents and employees harmless from and indemnified against any claims, lawsuits, penalties and damages arising out of any breach by Seller of this MOU or the

representations and warranties contained in this MOU or of any terms and conditions and/or policies of ETPS as available on ETPS . In the event of any third party claim in relation to the products being traded by the Seller on ETPS which is caused due to default of the Seller, the Seller shall, on demand, pay liquidated damages of INR 400,000 or the total value of the claim made and legal expenses incurred by ETPS defending such claim, whichever is higher. This shall be in addition to and not in derogation of any other rights and remedies that ETPS may have under law, this MOU or equity. In the event of a third party claim, including in relation to infringement of intellectual property rights of such third party, ETPS shall be entitled to provide all details of the

products, Seller, sales completed or pending, deliveries made as may be required by such third party or mandated by an order or judgment of any court or other judicial or quasi-judicial authorities and Seller shall be under an obligation to ensure that ETPS is not made a party to any such third party claims as described herein and shall promptly and unilaterally take adequate steps to absolve ETPS from any liability of any nature whatsoever, either present or anticipated. Seller acknowledges and agrees that ETPS may at its sole discretion hold, suspend or debit an amount from Seller's payment as compensation, in the event Seller has been found to be in breach of its obligations or warranties under this MOU or it has been alleged by a third party that the Seller is in breach of policies of ETPS . Seller acknowledges that the aforesaid remedies shall be in addition to the right of ETPS to terminate this MOU forthwith without any notice to Seller E. Termination Without prejudice to any other remedies both Parties shall have the right, at any time, to terminate this MOU forthwith, by giving a 30 days' notice in writing to the other Party.

F. Governing Law & Jurisdiction This MOU shall be governed by and construed in accordance with the law of India and the parties hereto submit to the exclusive jurisdiction of the courts at Mumbai, India. G. Assignment Seller shall not be entitled to assign its rights and obligations under this MOU without prior written consent of ETPS

Please Read Carefully All page before Signature . and Upload Copy on the website: