

SURITE BUSINESS SERVICES AGREEMENT

THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES THROUGH A PARTICULAR ACCOUNT OR ACCOUNTS AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT ("YOU") AND ESSENTIALLY HEALTHY PRIVATE LIMITED. BY REGISTERING FOR OR USING THE SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND PROGRAM POLICIES FOR EACH SERVICE YOU REGISTER FOR OR USE IN CONNECTION WITH THE SURITE DIGITAL PLATFORMS.

This Agreement is made between **Essentially Healthy Pvt Ltd**, a company incorporated under the laws of India having its Registered Office situated at **McLeod House, 3, Netaji Subhas Road, Kolkata 700 001** (hereinafter referred to as "**AGGREGATOR**" or "**Aggregator**") ("**Aggregator**" which expression shall unless repugnant to the subject or context thereof mean and include its successors and assigns) and "**YOU**" (hereinafter referred to as "**Seller**") ("**Seller**" which expression shall unless repugnant to the subject or context thereof mean and include its successors and assigns).

The Seller and the Aggregator shall hereinafter be individually referred to as "**Party**" or jointly known as the "**Parties**", as the context may require.

To begin the enrolment process, the seller must complete the registration process for one or more of the Services. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable Law. As part of the application, you must provide us with your (or your business') legal name, address, phone number, e-mail address, applicable tax registration details as well as any other information we may request in terms of this agreement. Any personal data you provide to us will be handled in accordance with the Aggregator's Privacy Policy as uploaded on the Aggregator's Digital Platform.

General Clause

- That the Aggregator has developed a Mobile APP and Website Portal (hereinafter referred to as "Digital Platform") for providing information and/or services relating to health and areas incidental and ancillary therewith;
- That the Seller is a vendor who has signed up on the Digital Platform of the Aggregator to sell products on the digital platform of the Aggregator (hereinafter referred to as "**the Products**");
- That the Seller is desirous of promoting Products through said Digital Platform of the Aggregator;
- By agreeing to accept this agreement the Seller and the Aggregator agree to co-operate with each other on the terms and conditions appearing hereinafter in supersession to all earlier oral and written understandings and/or agreements, if any.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. For the purpose of this Agreement below mentioned terms will have meaning given their against and covenants in the Agreement will be read accordingly

1.1 "Affiliate" means with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with, such entity, except with respect to Aggregator.

1.2 "AGGREGATOR Associated Properties" means any website or other online point of presence, other than the AGGREGATOR Website, through which any AGGREGATOR site or products or services available thereon are syndicated, offered, merchandised, advertised or described.

1.3 "AGGREGATOR Site" means **Play store / iOS / Mobile App name being SURITE and www.surite.in for Web Version**

1.4 "AGGREGATOR Transaction Information" means, collectively, Order Information, and any other data or information acquired by Seller or Seller's Affiliates from AGGREGATOR or its Affiliates, or otherwise as a result of the Agreement, the transactions contemplated hereby or the parties' performance hereunder.

1.5 "Business Days" means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in Kolkata, India;

1.6 "Commencement Date" means the date on which the seller agrees to the terms and conditions of this agreement on the Digital Platform of the Aggregator.

1.7 "Confidential Information" means all information, know-how, ideas, concepts, marketing and commercial knowledge of confidential nature not in public domain.

1.8 "Content" means copyrightable works and other content protected under applicable Laws.

1.9 "Designated Day" means any particular Business Day of the week designated by AGGREGATOR on a weekly basis, in its sole discretion, for making remittances to the Seller.

1.10 "Delivery Logistics Partner" shall mean the delivery logistics partner who will be appointed by the AGGREGATOR and through whom the Seller shall deliver its Product as per the order placed through the Aggregator's Site and who on behalf of the Seller will ship the product anywhere within India (except to the extent prohibited by applicable Law or this Agreement or the Agreement with the said Delivery Logistics Partner)

1.11 "Eligible Transaction" means transaction against which the actual shipment date has been confirmed by the Seller

1.12 "Excluded Products" means any products or other items set forth in the excluded products list for the AGGREGATOR Site or any other AGGREGATOR

Programme Policy that applies to use of a Service, and any other products or other items that in AGGREGATOR's sole discretion are not supported for a Service.

1.13 "Force Majeure" in relation to a party, means an act of God, fire, lighting, explosion, flood, subsistence, insurrection or civil disorder, war or military operation, government or quasi government restraint, expropriation, prohibition, intervention, directions or embargo, inability or delay in obtaining government of quasi government approvals, consents, permits, licenses or authorities, industrial dispute or any kind and any other cause whether similar or not outside of the reasonable control of the party affected.

1.14 "Information" means data, manuals, booklets, brochures and similar material in any form including copies thereof.

1.15 "Intellectual Property Rights" means any patent, copyright, trade mark, trade secret right or any other intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

1.16 "Law(s)" means any law, ordinance, rule, regulation, order, licence, permit, judgment, decision or other requirement, now or hereafter in effect, of any governmental authority of competent jurisdiction.

1.17 "Local Currency" means Indian Rupees (INR).

1.18 "Materials" mean all Technology, Trademarks, Content, Required Product Information, data, materials, and other items provided or made available by Seller or Seller's Affiliates to AGGREGATOR or its Affiliates.

1.19 "Order Information" means, with respect to any of Seller's Products sold through the AGGREGATOR Site, the order information and shipping information that Aggregator provide or make available to Seller.

1.20 "Payment Date" means the Designated Day falling immediately after 4-5 days from shipment confirmation (any Eligible Transaction, a sole discretion of Aggregator) by the seller to the Aggregator. In the scenario that the payment is collected by Seller's delivery agent (COD), Seller shall make the payment to Aggregator within 4-5 days from collection of payment.

1.21 "Person" means any individual, company, corporation, partnership, limited liability partnership, governmental authority, association, joint venture, division or other cognizable entity, whether or not having distinct legal existence

1.22 "Products" mean any product that is made available for listing for sale, offered for sale or sold by Seller through the AGGREGATOR Site

1.23 "Programme Policies" means, for the AGGREGATOR Digital Platforms; all terms, conditions, policies, guidelines, rules and other information on the AGGREGATOR's Digital Platforms.

1.24 "Promotional Materials" means literature, signage, electronic data and other information and display materials in any form including copies thereof

1.25 "Purchase Price" means the total gross amount payable or paid by a customer for Your Product (including taxes and customs duties).

1.26 "Required Product Information" means, with respect to each of Products in connection with the AGGREGATOR Site, the following (except to the extent expressly not required under the applicable Programme Policies):

- Description.
- Required Authorisation from Original Equipment Manufacturer in case of Distribution/Reselling.
- SKU and EAN/UPC numbers and other identifying information as AGGREGATOR may reasonably request;
- information regarding in-stock status and availability, shipping limitations or requirements, and Shipment Information (in each case, in accordance with any categorizations prescribed by AGGREGATOR from time to time).
- categorization within each AGGREGATOR product category and browse structure as prescribed by AGGREGATOR from time to time.
- digitized image that accurately depicts only Your Product and does not include any additional logos, text or other markings (and that complies with any AGGREGATOR published image guidelines).
- Purchase Price.
- shipping and handling charge (in accordance with our standard functionality therefor).
- any text, disclaimers, warnings, notices, labels or other content required by applicable Law to be displayed in connection with the offer, merchandising, advertising or sale of Your Product.
- any vendor requirements, restocking fees or other terms and conditions applicable to such product that a customer should be aware of prior to purchasing the product.
- brand
- model
- product dimensions.
- Weight.
- a delimited list of technical specifications.
- SKU and EAN/UPC numbers (and other identifying information as we may reasonably request) for accessories related to Your Product that is available in our catalogue.
- any other information reasonably requested by us (e.g., the condition of used or refurbished products, Harmonized System of Nomenclature / Service Accounting Code).

1.27 "Sales Channels" means all sales channels and other means through which Seller or any of its Affiliates offer or sell products, other than physical stores.

1.28 "Sale Proceeds" means the gross sales proceeds paid by User in the course of any of Seller's Transactions, including the Purchase Price, all shipping and handling, gift wrap and other charges, any taxes and customs duties.

1.29 "Seller's Account" mean the particular account in Aggregators systems, in which information about Transactions relating to Seller is recorded, and which is one of the online portals and tools which AGGREGATOR may make available to Seller for managing orders for the Products inventory and presence on the AGGREGATOR Site.

1.30 "Service" means each of the services that AGGREGATOR makes available on or in connection with the AGGREGATOR Site: The Selling on AGGREGATOR Service, Fulfilment by AGGREGATOR Service.

1.31 "Service Terms" means the service terms specific to each Service set forth herein and made a part of this Agreement upon the date Seller elect to register for the applicable Service.

1.32 "Settlement Amount" means Sales Proceeds (which Seller will accept as payment in full for the sale and shipping and handling of Products), less:

- the Referral Fees due for such sums.
- any Selling on AGGREGATOR Subscription Fees due.
- taxes required to be charged by us on Aggregator's fees.
- any refunds due to customers in connection with the AGGREGATOR Site.
- Reserves, as may be applicable, as per this Agreement.
- Closing Fees, if applicable.
- any other applicable fee prescribed under the Programme Policies, if applicable; and tax deducted at source under applicable Law.

As further described in **Annexure I** to this agreement.

1.33 "Taxes" means any and all taxes including Goods and Services Tax, Customs Duties and other taxes and duties assessed, incurred or required to be collected or paid for any reason in connection with any advertisement, offer or sale of products by Seller on or through or in connection with the Services, or otherwise in connection with any action, inaction or omission of you or your Affiliates or your or their respective employees, agents, contractors or representatives. Also, as it is used in the Fulfilment by AGGREGATOR Service Terms, this defined term also means any of the types of taxes mentioned above that are imposed on or collectible by AGGREGATOR or any of its Affiliates in connection with or as a result of:

- the storage of inventory, packaging, Your Products and other materials owned by you and stored by AGGREGATOR.
- the fulfilment, shipping, gift wrapping or other actions by AGGREGATOR to Seller's Products pursuant to the Fulfilment by AGGREGATOR Service Terms.

1.34 "Technology" means any:

- ideas, procedures, processes, systems, methods of operation, concepts, principles and discoveries protected or protectable under the Laws of any jurisdiction.
- interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials.
- software, hardware, code, technology or other functional item.

1.35 "Trademark" means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia or other source or business identifier, protected or protectable under applicable Laws.

1.36 "Term" means validity period of this Agreement

1.37 "Transaction" mean any sale of Seller's Product(s) through the AGGREGATOR Site.

1.38 "User" means a person who is a User of Aggregator Site.

1.39 **“Seller Contact Information”** shall mean the contact information and point of contact that the Seller uploads on the Digital Platform of the Aggregator.

1 **Following are terms and conditions applicable for selling the Products on Aggregator Digital Platforms and Parties agree to be bound thereby and unconditionally fulfil their respective obligations and or responsibilities.**

- a) **Products and Product Information.** Seller will, in accordance with applicable Programme Policies as mentioned in Clause 1.26 of this agreement, provide in the format Aggregator shall require accurate and complete Required Product Information for each product that Seller make available to be listed for sale through the AGGREGATOR Digital Platforms and promptly update such information as necessary to ensure it at all times remains accurate and complete. Seller will also ensure that Materials, Products (including packaging) and offer and subsequent sale of any of the same on the AGGREGATOR Digital Platforms comply with all applicable Laws (including all marking and labelling requirements) and do not contain any defamatory or obscene materials or any unlawful materials. Seller may not provide any information for, or otherwise seek to list for sale on the AGGREGATOR Digital Platforms any Excluded Products; or provide any URL Marks for use, or request that any URL Marks be used, on the AGGREGATOR Site. All Products listed on the AGGREGATOR Site will either be legally permissible to be sold in India by the Seller in as much as the Seller will hold requisite selling licenses / permissions required/ bill of entry and other related documents and follow the procedure as required under the Customs Act, 1962 and its allied acts, rules, notifications and circulars thereof/ required insurance while importing the products/and required permissions under the applicable Foreign Trade Policy and its allied acts, rules, notifications and circulars therefor and the Seller will inform the AGGREGATOR of the place(s) wherefrom supplies thereof will be effected.
- b) **Product Listing; Merchandising; Order Processing.** Aggregator will list Seller's Products for sale on the AGGREGATOR Digital Platforms through the Seller contact information, in the applicable product categories which are supported for third party sellers generally on the AGGREGATOR Site and conduct merchandising and promote Seller's Products as determined by Aggregator (including via the AGGREGATOR Associated Properties or any other functions, features, advertising, or programs on or in connection with the AGGREGATOR Digital Platforms). AGGREGATOR reserves its right to restrict at any time in its sole discretion the access to list in any or all categories on the AGGREGATOR Digital Platforms. Aggregator may use mechanisms that rate or allow Users to rate Seller's Products and/or performance as a seller on the AGGREGATOR Digital Platforms and AGGREGATOR may make these ratings and feedback publicly available and the Seller will not restrict and or prohibit disclosure thereof by AGGREGATOR. Aggregator will provide Order Information to Seller for each of the Transactions.

Role and responsibility of AGGREGATOR will be that of the “Aggregator” and thus the AGGREGATOR will not maintain any stock of the Products of the Seller in order to promote sell of the same on the AGGREGATOR's Site. AGGREGATOR will merely follow instructions of the Seller in as much as host on AGGREGATOR's Site all information relating to Products provided by the Seller.

In case, a certain product is not available with or cannot be imported by the Seller, then they will inform the AGGREGATOR about the same, so that the AGGREGATOR can update the AGGREGATOR's Site to remove the said product from the Seller's listing of products on the AGGREGATOR's Site. Such intimation of availability must be sent by the Seller to the AGGREGATOR on a weekly basis. The AGGREGATOR will receive all Sales Proceeds on the Seller's behalf for each of these transactions and will have exclusive rights to do so, and will remit them to the Seller in accordance with Payment terms of this Agreement which will be on monthly basis as defined under this Agreement.

- c) **Shipping and Handling Charges.** In cases where it is expressly agreed between the parties that the seller will deliver the product to the end customer, in such cases such amounts, paid by the User towards shipping and handling charges, shall be Seller's proceeds, subject to deduction of applicable charges as may be determined by the Aggregator and Seller will be solely responsible for reporting and remitting any applicable taxes on the import shipping and handling charges. The Seller shall be solely responsible for filling all the required documents and obtaining the requisite permissions, certificates and approvals under the Customs Act, 1962, the applicable Foreign Trade Policy, SEBI, FERA and FEMA Guidelines, and all such associate and allied laws of India as are applicable in relation to the import of products of the seller. In all other cases, the delivery of the products to the User will be the sole responsibility of the Aggregator. The Aggregator will engage third-party delivery logistics partners, who will ensure the collection of the products from the seller, delivery of the products to the users and return/collection of the said products from the user. In case of the returns and refunds, the policy as stated on the Aggregator's website will be applicable.
- d) **Credit Card Fraud.** Aggregator will bear the risk of credit card fraud (i.e. a fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with Transactions, and Seller will bear all other risk of fraud or loss. Aggregator may in its sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop and/or cancel any of Transactions. Seller will stop and/or cancel orders of Products if Aggregator ask Seller to do so (provided that if Seller has transferred its Products to the applicable carrier or shipper, Seller will use commercially reasonable efforts to stop and/or cancel delivery by such carrier or shipper). Seller will refund User that has been charged for an order that Aggregator has stopped or cancelled.
- e) **Sale:** The Seller will: (a) source, import, sell, fulfil the products, in each case in accordance with the terms of the applicable Order Information, these Service Terms and the Agreement, and all terms provided by the Seller and displayed on the Aggregator's Site at the time of the order and be solely responsible for and bear all risk for such activities; (b) package each of the Seller's Products in a commercially reasonable manner and ship each of the Products to the Aggregator's logistic partner/representative and/or keep the product ready for pick up by the Aggregator's Logistic Partner and/or the end customer as the case may be (c) retrieve Order Information at least once each Business Day; (d) not cancel any Transactions except as may be permitted pursuant to the terms and conditions of this Agreement or as may be required under this Agreement; (e) notwithstanding any other provision of this Agreement, ensure that the Seller is the only "seller" of all products made available for listing for sale hereunder; (f)

include an order-specific packing slip within each shipment of the Seller's Products; (g) the Seller will identify themselves as the "seller" of the product on all packing slips or other information included with the said Products and as the Person to which a customer may return the applicable product; and (h) the Seller will not send customers emails confirming orders or shipments of the said Products.

The Aggregator on the other hand will receive the packaged products from the Seller through its Aggregator's Representative and/or through its Designated Delivery Logistics Partner, as the case may be and as per the instructions of the Aggregator, and the said representative/delivery partner will then proceed to dispatch the product to the customer as per the Order Information received from the Aggregator's Site. The Aggregator's Representative and/or its Designated Delivery Logistics Partner will be responsible for shipping the Seller's Products throughout India (except to the extent prohibited by applicable Law or this Agreement). However, in exceptional cases when the Aggregator is not in a position to ship products to the Customer, then the Aggregator shall request the Seller to ship the products directly to the Customer. In such cases, the Seller will bear the cost of shipment of the Product, and be responsible to ensure that the Product is delivered on time to the Customer as per the timeline displayed on the Aggregator's Site at the time of the order and be solely responsible for and bear all risk for such activities. The cost of such delivery effected by the Seller will be included in the remittance made by the Aggregator to the Seller for such products.

The Seller further undertakes to keep the Aggregator apprised (on a "real-time" basis) of any changes, hike or fluctuation in Customs Duties applicable on importation of the products, insurance costs, fluctuations in Foreign Exchange Rates, and other such incidental costs and charges that may affected the price, as and when such aforesaid changes occur. The charges for Services payable to the Aggregator by Seller will also stand suitably adjusted. This is to ensure that the Aggregator is able to update the price on the Aggregator's Site in a timely manner. In case, the Seller does not inform the Aggregator of the aforesaid changes on time or before an order is placed by the Customer on the Aggregator's Site, then the differential cost of such products will be borne by the Seller and will be accordingly adjusted in the remittance made by the Aggregator in terms of Clause 3 of this Agreement

- f) **Returns and Refunds.** Seller will accept and process returns, refunds and adjustments of Products in accordance with Service Terms and the AGGREGATOR Refund Policies published on such Digital Platforms at the time of the applicable order. In cases where the Seller is affecting the delivery of the product, the said product would have to be returned in accordance with the Aggregator's return policy as will be published on the Aggregator's website from time to time. In cases where the Seller supplies the products to the Aggregator on payment of advance as well as in usual course, the Aggregator will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling or other charges) or other amounts to be paid by Seller to customers in connection with transactions. Seller will route all such payments through AGGREGATOR. AGGREGATOR will provide any such payments to the User (which may be in the same payment form originally used to purchase product), and Seller will reimburse AGGREGATOR for all amounts so paid. For all of products sold, the AGGREGATOR Refund Policies published at the time of the applicable order will apply and Seller will comply with them. Seller will promptly provide refunds and adjustments that Seller is obligated to provide

under the applicable AGGREGATOR Refund Policies of the Aggregator and as required by Law, and in no case later than thirty (30) calendar days following after the obligation arises. In case the return/cancellation is initiated by the user for the reasons mentioned in the return policy as published from time to time on the Aggregator's website, the Aggregator will initiate the return and refund process, and the charges associated with the return and refund of the said product, as determined by the Aggregator, will be duly deducted from the Seller's Account. For the purposes of making payments to the User (which may be in the same payment form originally used to purchase product), Seller will authorize AGGREGATOR to make such payments or disbursements from Seller's available balance in the Seller's Account. In the event balance in the said account is insufficient to process the refund request, AGGREGATOR will process such amounts due to the User on Seller's behalf, and Seller will reimburse AGGREGATOR for all amounts so paid.

- g) **Delivery Errors and Non-conformities: Recalls.** In situations wherein the Seller has agreed to effect the delivery of products to the user the Seller will solely be responsible for: any non-delivery, mis-delivery, theft or other mistake or act in connection with the fulfilment and delivery of Products, except to the extent caused by: (a) credit card fraud, (b) failure to make available to the Seller, Order Information as it was received by AGGREGATOR or resulting from address verification, for which AGGREGATOR will be responsible. In cases wherein the Aggregator is effecting the delivery of the products, the Aggregator and its delivery logistics partner will be responsible for the any non-delivery, mis-delivery, theft or other mistake or act in connection with the fulfilment and delivery of Products. Seller will also be responsible for any non-conformity or defect in, or any public or private recall of, any of Products. Seller will notify AGGREGATOR promptly as soon as Seller have knowledge of any public or private recalls of products. In case of any customer complain regarding non receipt of shipment or faulty shipment, the liability of redressal (including reversals) lies on the seller. Subsequently, seller indemnifies the aggregator from any claims made by the user for any issues regarding the seller's product.
- h) **Guarantee and Chargebacks.** If AGGREGATOR inform Seller that AGGREGATOR have received a claim or any chargeback or other dispute, concerning one of transactions, Seller will deliver to AGGREGATOR.
- proof of delivery of product(s) to the aggregator in cases wherein the Seller undertakes the delivery of the products(as applicable);
 - the applicable AGGREGATOR order identification number; and
 - a description of product(s) (as applicable). If Seller fail to comply with foregoing, or if the claim, chargeback, or dispute is not caused for reasons mentioned hereinbefore, for which AGGREGATOR is responsible, then Seller will promptly reimburse AGGREGATOR the amount of the User purchase (including the Purchase Price, all associated shipping and handling charges and all taxes, but excluding any associated Referral Fees retained and not subject to refund by AGGREGATOR) and all associated credit card association, bank or other payment processing, re-presentment and/or penalty fees associated with the original purchase and any chargeback or refund, in each case to the extent paid or payable by AGGREGATOR or its Affiliates.
- i) **Parity with Sales Channels -** Seller is free to determine which of the Products it wish to list for sale on the AGGREGATOR Digital Platforms

Seller will maintain parity between the Products offered through its Sales Channels and the Products listed on the AGGREGATOR Digital Platforms by always ensuring that -

- the Purchase Price and every other term of offer and/or sale of Product (including associated shipping and handling charges, if applicable, Shipment Information, any "low price" guarantee, rebate or discount, any free or discounted products or other benefit available as a result of purchasing one or more other products, and terms of applicable and refund policies) is at least as favourable to Users of the AGGREGATOR Site as the most favourable terms upon which a Product is offered and/or sold via Sales Channels (excluding consideration of Excluded Offers);
 - customer service for Products listed on the AGGREGATOR Site is at least as responsive and available and offers at least the same level of support as the most favourable customer services offered in connection with any of Sales Channels (provided that any such customer service will at all times be conducted in a timely, professional and courteous manner) (this requirement does not apply to customer service for payment-related issues on Transactions, which AGGREGATOR will provide); and
 - the Content, Required Product Information and other information regarding Products listed on the AGGREGATOR site is of at least the same level of quality as the highest quality information displayed or used in Sales Channels. If either Seller or Aggregator become aware of any non-compliance with aforesaid, Seller will promptly compensate adversely affected User by making appropriate refunds to them.
- j) Seller including its Affiliates / Associates and all persons under their control shall comply in accordance with Service Terms and the AGGREGATOR's Seller Policies and Sellers Code of Conduct as provided in **Annexure I** to this agreement. Seller should be covered under insurance of public liability against any unintentional damage/loss caused by the seller's product. The insurance details should be disclosed to the aggregator.
- k) Seller including its Affiliates / Associates and all persons under their control will not be entitled to transfer and or assign any of their rights, entitlements, interests, liabilities, obligations etc hereunder in any manner whatsoever without prior written permission of the Aggregator.

2. Sale

- a) Remittances to Seller for Transactions (excluding COD transactions) will be made by the Aggregator to a bank account ("Account") designated by the Aggregator. Remittance to Seller for COD transactions shall also be made to said Account. Seller hereby agree and authorize Aggregator to collect payments on its behalf from customers for any sales made through Aggregator's Platform including through COD mechanism. All charges associated with collecting COD payments on behalf of the Seller by the Aggregator, will be chargeable on the Seller. Seller authorizes and permits the Aggregator to collect and disclose any information (which may include personal or sensitive information such as Seller's Bank Account information) made available to Aggregator in connection with this Agreement to a bank, auditor, processing agency, or third party contracted by the Aggregator in connection with this Agreement.
- b) Except as otherwise stated in this Agreement, the Seller authorizes the Aggregator and the Aggregator will remit the Settlement Amount to the

Aggregator's Account as per the terms mentioned in "Pricing Agreement" between the parties and which will be uploaded on the Aggregator's portal by the Seller. The remittance will be made "post-sale" of the Product, once the Product has been delivered to the Customer, and the stipulated time for refund/replacement of the said product as mentioned on the Aggregator's Platform has elapsed. When the Seller either initially provide or later change Account information, the Payment Date will be deferred for a period of up to 14 calendar days. Aggregator will not have the ability to initiate or cause payments to be made to Seller. No payment shall be made to the Seller under this clause unless and until the return time period as mentioned in the Aggregator's website has elapsed. If any return or cancellation or refund is initiated in relation to any product of the seller, the costs and charges associated with such return or cancellation or refund will be duly deducted from the

- c) Except as otherwise stated in this Agreement, Seller authorize AGGREGATOR and AGGREGATOR will remit the Settlement Amount to Seller's Account on the Payment Date in respect of Eligible Transaction. When Seller either initially provide or later change Account information, the Payment Date will be deferred for a period of up to 14 calendar days. Seller will not have the ability to initiate or cause payments to be made to Seller. If Seller refund money to a User in connection with Transactions on the next available Designated Day for AGGREGATOR Site, AGGREGATOR will credit Seller with the amount of the Referral Fee paid by Seller to AGGREGATOR attributable to the amount of the User refund, less the Refund Administration Fee for each refund, which amount AGGREGATOR may retain as an administrative fee.
- d) In the event that AGGREGATOR elect not to recover from Seller User's chargeback, failed payment, or other payment reversal (a "**Payment Failure**"), Seller irrevocably assign to AGGREGATOR all of its rights, title and interest in and associated with that Payment Failure.

All taxes imposed on Fees payable by Seller to AGGREGATOR will be Seller's responsibility only.

3. CONTROL OF DIGITAL PLATFORMS

Notwithstanding any provision of this Agreement, AGGREGATOR will have the right in its sole discretion to determine the content, appearance, design, functionality and all other aspects of the AGGREGATOR Site and the Selling on AGGREGATOR Service (including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of, and prevent or restrict access to any of the AGGREGATOR Site and the Selling on AGGREGATOR Service and any element, aspect, portion or feature thereof (including any listings), from time to time) and to delay or suspend listing of, or to refuse to list, or to de-list, or require Seller not to list any or all Products on the AGGREGATOR Site in sole discretion of the AGGREGATOR with or without assigning reasons therefor.

4. TERM and EFFECT OF TERMINATION

This Agreement will come into effect on date first when the seller agrees to this agreement on the Aggregator's website and continue to be in force till such time one of the Parties terminate the same with 30 (thirty) days prior written notice to other with or without assigning reasons therefor. Upon termination of this Agreement, all rights and obligations of the parties hereunder including right of Seller for selling Product(s) on AGGREGATOR Site, will stand extinguished, except that the rights and obligations of the parties with respect to Transactions occurring prior to termination becoming effective, will survive the termination.

5. TAX MATTERS

In addition to the General Terms, Seller agree that, unless otherwise agreed by AGGREGATOR in advance in writing, the price stated by Seller for products is inclusive of all taxes including GST, Customs Duties or other tax or levy that Seller may be required to remit in connection with such sale.

All payments by AGGREGATOR to Seller shall be made subject to any applicable withholding taxes and tax collection at source under all applicable Laws. AGGREGATOR will retain, in addition to its net Fees together with any applicable taxes AGGREGATOR determines it is obligated to charge or collect on the Fees, an amount equal to the legally applicable withholding taxes at the applicable rate. Seller will be responsible for deducting and depositing the legally applicable taxes and delivering to AGGREGATOR sufficient documents evidencing the deposit of such tax. Upon receipt of the evidence of deduction of such tax, AGGREGATOR will remit the amount evidenced in the certificate to Seller. Upon Seller's failure to duly deposit these taxes and provide evidence to that effect within five (5) Business Days from the end of the relevant month, AGGREGATOR shall have the right to utilize the retained amount for discharging its tax liability.

Where Seller have deposited the taxes, Seller will issue an appropriate tax withholding certificate for such amount to AGGREGATOR and AGGREGATOR shall provide the necessary support and documentation as may be required by you for discharging Seller's obligations.

AGGREGATOR has the option to obtain an order for lower or NIL withholding tax from the Indian Revenue authorities. In case AGGREGATOR successfully procures such an order, it will communicate the same to Seller. In that case, the amounts retained shall be in accordance with the directions contained in the order as in force at the point in time when tax is required to be deducted at the source.

Seller acknowledge and agree that Seller only will be responsible for preparing and filing any applicable statutorily required documentation to be issued either by Seller or by the Users. Seller acknowledge that it will also be responsible to handle any requests for refunds of taxes by the Users

6. **CUSTOMER SERVICE** - AGGREGATOR will endeavour and only be responsible for and have sole discretion regarding all service issues relating to AGGREGATOR Site excluding those due to force majeure
7. **INDEMNITY** - Seller agree to indemnify, defend and hold harmless AGGREGATOR, its Affiliates and their and AGGREGATOR's respective officers, directors, employees, representatives and agents against any Claim that arises out of or relates to: (a) Products including any personal injury, death or property damage; and b) any of Seller's Taxes or the collection, payment or failure to collect or pay Taxes or for any demand/denial of credit arising on account discrepancies observed in returns filed including under Goods and Services Tax Act and all matters directly and indirectly relating to Seller selling the Products on AGGREGATOR Site and for reasons attributable to Seller.
8. **RELEASE** - Seller hereby, on behalf of itself and its successors, subsidiaries, Affiliates, officers, directors, shareholders, employees, assigns and any other person or entity claiming by, through, under or in concert with Seller or them (collectively, the "**Releasing Parties**"), irrevocably acknowledge full and complete satisfaction of and

hereby unconditionally and irrevocably release and forever fully discharge AGGREGATOR and each of its Affiliates, and any and all of their predecessors, successors, and Affiliates, past and present, as well as each of their partners, officers, directors, shareholders, agents, employees, representatives, attorneys, and assigns, past and present, and each of them and all Persons acting by, through, under or in concert with any of them (collectively, the "**Released Parties**"), from any and all claims, obligations, demands, causes of action, suits, damages, losses, debts or rights of any kind or nature, whether known or unknown, suspected or unsuspected, absolute or contingent, accrued or unaccrued, determined or speculative (collectively, "**Losses**") which the Releasing Parties now own or hold or at any time heretofore have owned or held or in the future may hold or own against the Released Parties, or any of them, arising out of, resulting from, or in any way related to, the shipment including any tax registration or collection obligations. Seller, on behalf of itself and all other Releasing Parties, recognize that Seller and each of them, may have some Losses [WHETHER IN CONTRACT; WARRANTY; TORT; DELICT (INCLUDING NEGLIGENCE; PRODUCT LIABILITY; ANY TYPE OF CIVIL RESPONSIBILITY OR OTHER THEORY) OR OTHERWISE] against the Released Parties of which Seller, or any of them, are totally unaware and unsuspecting.

9. Notices

Any notice, demand or other instrument to be given under this Agreement will be in writing and served by pre-paid registered post, facsimile transmission, e-mail or hand delivery to a party at the address specified first written above or such other address as the party concerned may have specified from time to time.

10. Governing Law

This Agreement shall be governed by and be construed in accordance with laws of India and subject to exclusive jurisdiction of courts at Kolkata.

11. Severance

If any provision of this Agreement will be found to be void or voidable or unenforceable or illegal but would not be void or voidable or unenforceable or illegal as aforesaid if they were read down and they are capable of being read down, they shall be read down accordingly. Notwithstanding aforesaid, all other provisions of the Agreement will be in full force, binding and in effect.

12. Arbitration

All disputes and or differences between the parties arising out of, relating to or in connection with the terms and conditions of this Agreement whether during the subsistence thereof or after its termination, will be subject to resolution by discussion by mutual agreement of the Parties. In case of failure, they shall be referred to arbitration of a Sole Arbitrator appointed by the Parties by mutual agreement, in accordance with provisions of the Arbitration and Conciliation Act, 1996 and the arbitration proceeding shall be held at Kolkata.

13. Force Majeure

An obligation of a party under this Agreement shall be suspended during the time and to the extent the party is prevented from or delayed in complying with that obligation by an event of Force Majeure.

A party affected by an event of Force Majeure must give to other party particulars of the event of Force Majeure and take reasonable steps to remove or mitigate said

event of Force Majeure except that the party will not be obliged to settle a strike, lockout, boycott or other industrial dispute.

Annexure - I

SELLING POLICIES AND SELLER CODE OF CONDUCT

Seller code of conduct

AGGREGATOR enables you to reach hundreds of millions of customers. AGGREGATOR strive to ensure a fair and trustworthy buyer and seller experience. At AGGREGATOR Site, we expect Seller to adhere to the code of conduct principles outlined below. Violation of the code of conduct principles may result in the loss of Seller's selling privileges and removal of the Products from AGGREGATOR Site.

Seller Code of Conduct Principles:

- Adhere to all applicable laws and abide by all AGGREGATOR policies uploaded on the Digital Platforms from time to time..
- Maintain current account information.
- Never misrepresent
- Always act in a manner that ensures a trustworthy experience for Users.
- Never list products that may cause harm to Users.
- Never engage in any misleading, inappropriate or offensive behaviour. This applies to all Seller's activities, including but not limited to:
 - Information provided on Account
 - Information provided in listings, content or images.
 - Communication between Seller and AGGREGATOR or Seller and Users.
- Act fairly at all times. Unfair behaviour includes but is not limited to the following:
 - Behaviour that could be deemed as manipulation or "gaming" of any part of the buying or selling experience
 - Actions that could be perceived as manipulating customer reviews, including by directly or indirectly contributing false, misleading or inauthentic content
- Activities that could be perceived as attempting to manipulate AGGREGATOR's search results or sales rankings
- Actions that intentionally damage another seller, their listings or their ratings.
- All sellers are expected to adhere to the following policies when listing products on AGGREGATOR Site.

Misusing the www.surite.in/APP website: As a community, all sellers are able to access and use the AGGREGATOR.in website. If a seller uploads excessive amounts of data repeatedly, or otherwise uses the website in an excessive or unreasonable way, it can create a disproportional load on the website and impair the ability of other sellers to easily access and use the website. If a seller is misusing or making excessive or unreasonable use of the AGGREGATOR.in website, AGGREGATOR may in its sole discretion restrict or block access to product feeds or any other website functions that are being misused until the seller stops its misuse.

Community Rules

- Like any community, AGGREGATOR Site has rules to help ensure a safe and enjoyable selling experience.
- Honour commitment to sell.
- Maintain current account information.
- If AGGREGATOR have removed Seller's selling privileges, Seller may not open a new selling account.
- Do not misrepresent.

Performance review and notification process

- AGGREGATOR shall regularly review the performance of all sellers and notify them when they are off-target. This review process is designed to give Seller time to improve its performance.
- In most cases, AGGREGATOR contact sellers with poor performance to ask for measurable improvement within 60 days of the first warning. Occasionally, sellers with very poor performance will be immediately suspended or blocked.
- If seller account has been suspended, Seller may be eligible for reinstatement. Seller may appeal AGGREGATOR's decision by providing AGGREGATOR Seller Performance team with a plan of action for correcting the problems that have contributed to this action.
- If you receive a warning for infringement, you will have several options to appeal or dispute the claim:
- If Seller receive a warning for a product Seller never sold on AGGREGATOR Site, reply to the notification Seller received and let AGGREGATOR know that Seller have never sold the reported product. AGGREGATOR will investigate to determine if an error occurred.
- If Seller have an established relationship with the rights owner who submitted the complaint (license, manufacturing or distribution agreement, etc.), AGGREGATOR encourage Seller to reach out to the rights owner and request that the complaint be retracted. If AGGREGATOR receive a retraction from the rights owner, Seller's content may be reinstated. The rights owner's contact information is provided in the warning Seller received.

Trademark Response: If Seller believe that a rights owner, or AGGREGATOR, made an error when removing product listing for counterfeiting or trade mark infringement, reply to the notification received and provide specific reasons as to why Seller believe a mistake was made. Provide any invoice or Order ID that demonstrates the authenticity of the product. AGGREGATOR will then re-evaluate the notice and Seller's content may be reinstated.

Patent Response: If Seller believe that a rights owner, or AGGREGATOR, made an error when removing product listing for patent infringement, reply to the notification received and provide specific reasons as to why Seller believe a mistake was made.

Copyright Response: If Seller believe that a rights owner, or AGGREGATOR, made an error when removing product listings for copyright infringement, reply to the notification received and provide specific reasons as to why Seller believe a mistake was made. Seller may also seek appropriate remedies available to it under applicable laws.

ANNEXTURE II

FOR ONLINE PHARMACY ONBOARDING

- Whenever Surite gets any medicine orders from the respective Pharmacy location, Surite would inform the required Pharmacy through Phone and email to process the order.
- Pharmacy prepares the orders.
- Pharmacy delivers the order to the required customer and collects the cash.
- Pharmacy to co-ordinate with the customer in case of any unfulfilled order/medicine/any other clarification from customer end.
- Pharmacy to disburse payout of agreed percentage to Surite end of every month.
- Pharmacy to ensure to keep patient data confidential.