

VENDOR LISTING / SUBSCRIPTION AGREEMENT

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This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021 and its amendments thereon, that require publishing the rules and regulations, privacy policy and the terms and conditions for access or usage of www.vowed.in (the "Website") / Vowed (the "App").

RECITALS:

- A. Vowed.in, LLPIN: ACH-1428, a company registered under the Companies Act, 2013, having its registered office at 497, Model Colony, 2nd Cross, Yeshwanthpur, Near by RTO, Yeswanthpura, Bangalore, Bangalore North, Bangalore-560022, Karnataka, India, hereinafter referred to as VOWED / The Company, owns and operates wedding planning Website / App that enables users to get information, check prices, view reviews and book best wedding photographers, bridal makeup artists, wedding venues, decorators, and all other wedding service vendors listed in the website www.vowed.in (the "Website") / Vowed (the "App")
- B. The Vendor Partner represents that it is engaged in the business of wedding related services which may include wedding photographers, bridal makeup artists, wedding venues, decorators on rental basis, etc., and desires to avail "Subscription Plan" offered by Website / App based on the terms and conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the facts, mutual promises and covenants contained herein and intending to be legally bound, the Parties do and hereby agree as follows:

1. **Enrolment:** Vendor Partner shall enroll and register on the Website / App on the terms and conditions set forth herein below:

- 1.1. To begin the enrolment process, Vendor Partner must complete the registration process for availing the services of Website/App. As part of the application, Vendor Partner is to provide the Company with its business name, address, phone number, e-mail address and other relevant business details. By registering on the Website / App, you confirm that the mobile number submitted by you for verification / registration or alternative number if any provided, is not registered with the Do Not Disturb / National Customer Preference Register and you shall not initiate any complaint. You further confirm that even if you are registered with the telecom service provider under the category Do Not Disturb / National Customer Preference Register the calls from Vowed either to the verified mobile number or alternative number if any provided shall not be treated as promotional calls. By using Website / App, you hereby consent to receive communication including promotional communications through any medium of communications such as electronic mails, calls, SMS or through Whatsapp messages

from VOWED or other portals owned by VOWED or its alliance partners or service providers.

- 1.2. Company at its own discretion, will list the Vendor Partner on the Website / App based on the information provided by the Vendor Partner. Upon listing, the Vendor Partner will be eligible for subscription plan and will be provided authorized access credentials subject to terms and conditions. Company may at any time cease providing any or all of the Services at Company's sole discretion and without notice. Any personal and sensitive information provided to Company will be handled in accordance with Company's privacy terms.
- 1.3. The Vendor Partner hereby explicitly provides its consent to the Company to create its profile based on the information provided by the Vendor Partner and for listing the Vendor profile on the Website / App, wherever assistance is sought by the Vendor Partner. It is the duty and responsibility of the Vendor Partner to check and confirm the profile details as listed on the Website / App and the Company shall not be liable for any mistakes in the profile details of the Vendor Partner.
- 1.4. Vendor Partner hereby consents for sharing their ID or Aadhaar for the purpose of verification and permits the Company to provide the details to the Company's service provider to verify the details with the Issuing Authority and the Company hereby confirms that the details will be used only for verification purpose and will not be stored.
- 1.5. Website / App will contain listing, portfolio management and other support services related to the Vendor Partner's Services.

2. Services:

The Services presently constitute the Website/App (website and additional services) that enables its registered Vendor Partners to list their services on the Website/App and the Subscription Plan offered by the Company enabling the prospects to access their expertise service. The Company reserves the right to alter and modify Services at its own discretion and shall notify the Vendor Partner of such alteration of Services and the date from which it will become effective.

- i. It is clarified that the Company may provide reasonable notice by updating the terms of service on the Website/App by providing additional/optional services or withdrawal of Service (or part thereof). The payment terms for such additional services shall be communicated by the Company from time to time and will be updated on the Website from time to time.

- ii. The Company shall inform the Vendor Partner of any withdrawal of existing service by a reasonable notice.
- iii. The Vendor Partner acknowledges that the Company may from time to time formulate certain policies in relation to its services and the Vendor Partner shall upon being informed of such policies comply with the same.
- iv. **Subscription Plan Access:** Subject to acceptance of Vendor Partner's enrolment in compliance with these Terms, Company grants Vendor Partner a limited, non-exclusive, non-sub licensable, non-refundable, non-revocable, and non-transferrable access to use the Website and avail the Services subject to the Terms of this Agreement. Any rights not expressly granted herein are reserved by the Company. The Order Form capturing the subscription plan, tenure and applicable charges shall form part and parcel of this agreement.

2.1. Listing Services and Subscription Plans:

- i. **Subscription Plans:** Vendor Partners who subscribe to a paid plan will receive a Vendor ID and may gain access to customer leads, including details and service requirements. The Vendor Partner agrees to adhere to the guidelines associated with these leads.
- ii. The Vendor Partner understands that the Website/App serves solely as an online platform for users to gather information, compare prices, read reviews, and book top wedding service providers.
- iii. The Company commits to listing the Vendor Partner on the App/Website for the duration specified in the Subscription Plan. The Vendor Partner understands that the Company's obligation will be fully satisfied once the listing has been provided for the agreed-upon period.
- iv. The Vendor Partner understands that by subscribing to the plans, there is a possibility that customers visiting the Website/App may inquire about the products or services offered by the Vendor Partner. If the customers are satisfied with the quality and pricing, they may choose to do business with the Vendor Partner. The Company will utilize algorithms to identify potential leads and share them with the Vendor Partner during the subscription period. However, the Vendor Partner acknowledges that the Company does not guarantee the conversion of these leads into business. The success of such conversions is entirely dependent on the customers' requirements, and VOWED/Company has no involvement in the final outcome of these conversions.
- v. The Vendor Partner understands that the Company has provided an estimate of the number of leads that may be shared with them during the subscription period.

However, the Company will not be held liable if the actual number of leads is lower than the estimate, if the quality of the leads is subpar, or if the leads do not respond as expected. The Vendor Partner further acknowledges that the subscription package is solely for the listing on the Website/App for a specified duration and agrees not to request a refund of the subscription fees due to receiving fewer or lower-quality leads.

- vi. A lead will consist only of the information provided by the individual, unless otherwise mutually agreed upon in writing by the Parties. Any customer information shared with the Company will be managed in accordance with the Company's privacy policy.
- vii. The Vendor Partner is solely responsible for converting leads into business. The Company only provides the Website/App for listing purposes and does not guarantee any business confirmations or bookings. The agreement for booking any services will be a direct, bipartite contract between the Vendor Partner and the customer.
- viii. The Vendor Partner may list their services as outlined in the Subscription Plan offered by the Company. The Company reserves the right to deny listing a Vendor Partner's service on its Website/App if the quality of the service or goods is unsatisfactory, if multiple complaints are received from customers or third parties, or if the service infringes upon any third party's intellectual property rights.
- ix. The Company reserves the right to temporarily limit access to the Website/App for technical reasons such as upgrades, server maintenance, etc. This may impact the ability to access advertisements during that time.
- x. The Vendor Partner agrees to comply with any additional terms and conditions set by the Company, including the Website/App's terms of use and privacy policy, to access the Subscription Plan services.
- xi. The Company may use mechanisms that allow customers to rate the Vendor Partner's performance as a Service Provider on the Website. These ratings and feedback may be made publicly available. The Vendor Partner also authorizes the Company to display reviews posted about them on other publicly accessible platforms, such as Google Reviews, on the Website.

3. Social Media Deliverables:

- i. Wherever applicable, the Vendor Partner also has the option of availing Social Media Deliverables as an additional paid service and hereby accepts and agrees to the following conditions:
- ii. "Social media handle" means and includes Instagram, Facebook, YouTube, Twitter, Pinterest owned and operated by the Company
- iii. "Deliverable(s)" means and includes any or combination of the following, Post, Story, Carousel, Album, Video, Reel, Blog post, Blog Mention, Blog Banners, Live Session, Highlight, Guide.

- iv. The Company shall post the creative / art work / video as provided and confirmed by the Vendor Partner and shall post the same as per the agreed Deliverables, in the identified Social Media Handle of the Company. The Vendor Partner agrees that it shall be the sole responsibility of the Vendor Partner to provide the creatives as per the requirements of the Company. If there is any delay in submission of creatives as required by the Company, the Company will not be liable to support the Vendor Partner with the assured Deliverables.
- v. The Vendor Partner shall be responsible for the contents of the Deliverables and confirms that the same shall be in due compliance with all the existing laws on this subject and there is no infringement of any trademark or intellectual property rights of any third party including that of the Company. In the event of any intellectual property violation, the Vendor Partner shall be solely responsible for all costs and consequences and the decision of the Company shall be final and binding on the Vendor Partner in this regard.
- vi. It shall be the responsibility of the Vendor Partner that the contents shall not be in any manner related to the Company's competitors or anything that affects the business of the Company.
- vii. The Vendor Partner undertakes and agrees that if their Deliverables are affecting the Company's business or against its business or called upon by any Competent Authority, or any statutory body or Court of Law to take down / remove the Deliverables from the Social Media Handle of the Company, the Company will be at full liberty to do the same and the Vendor Partner shall be solely liable for all costs and consequences and shall forfeit any amount paid to the Company.
- viii. It shall be the sole responsibility of the Vendor Partner to provide goods / services as per the contents displayed on the Deliverables to its customers and under any circumstances, the Company will not be liable and will not be any part of the dispute between the Vendor Partner and its customers.
- ix. In case of any complaints against the contents for any intellectual property infringement or otherwise, the Company reserves its right to forthwith remove the content and intimate the vendor partner about removal of the contents from social media handles and the company shall not be liable for any further obligation till such time the complaint is withdrawn or amicably resolved.
- x. Under any circumstances, the Vendor Partner shall not seek refund of subscription charges if the Company is ready and willing to perform its social media deliverables and failure on the part of Vendor Partner to provide the creatives enabling the Company to perform its obligations, shall void all the obligations of VOWED.

4. Vendor Partner Covenants:

- i. The Vendor Partner confirms that the details provided in Clause 2 of this Agreement are accurate and true as of the date of signing. The Vendor Partner agrees to promptly update the Company/Website with any changes to these details. The Vendor Partner is solely responsible for reviewing and ensuring that all information displayed on the Website/App is up to date and compliant with applicable laws. The Company does not verify the information submitted or displayed by the Vendor Partner.
- ii. The Vendor Partner agrees that all information provided to the Company, including details about their service offerings, inclusions, and exclusions, is and will always be

true, accurate, and non-misleading. The Vendor Partner grants VOWED a perpetual right to store, use, process, share, and publish this information to users accessing the Website/App, VOWED customers, third parties for analysis, and verification. The Vendor Partner also grants VOWED a worldwide, royalty-free right to publish this information across any media (print, digital, television, social media, etc.) and to use it in advertisements globally.

- iii. The Vendor Partner affirms that all the information provided is proprietary, obtained through legitimate means, and that they are legally entitled to share it for creating a profile on the Company's Website/App.
- iv. The Vendor Partner grants VOWED and its successors and assigns a non-exclusive, worldwide, royalty-free, perpetual, and irrevocable license to distribute, display, modify, redistribute, sublicense, and reproduce the content provided by the Vendor Partner. This includes sharing such content with customers, other users, and third parties associated with VOWED. The Vendor Partner also grants VOWED the right to authorize the downloading and printing of any content they post.
- v. The Vendor Partner agrees that the content on their profile will not contain any offensive language, nudity, racial or objectionable language. The Vendor Partner further agrees not to:

Solicit personal information for commercial or unlawful purposes; 4.5.2. Engage in unauthorized use of third-party content or criminal/tortious activities, including but not limited to using scripts for adding friends, sending comments, or messages; 4.5.3. Attempt to impersonate another user, person, or Company representative; 4.5.4. Sell or transfer their profile without the Company's permission.

- vi. The Vendor Partner will display photos/videos showcasing their services in accordance with the Company's guidelines and will not use the Company's or any third party's labels, trademarks, branding, or materials, including those of the Company's competitors.
- vii. The Vendor Partner ensures that the services listed on the Website are owned by legitimate parties and that they can provide documentary evidence to support this ownership.
- viii. The Vendor Partner acknowledges that the Company merely facilitates transactions between the Vendor Partner and prospective customers. Customers visiting the Website/App can choose and book services from a range of vendors, and the Vendor Partner is solely responsible for converting the leads into business by reaching mutual agreements with customers.
- ix. The Vendor Partner understands that leads are generated based on the quality of their goods/services and pricing. The Company plays a limited role in generating leads or converting them into business.
- x. The Vendor Partner is responsible for delivering agreed goods/services to customers, handling post-sale services (if applicable), ensuring customer satisfaction, and providing prompt delivery of deliverables. The Company is not liable for any issues arising from the goods or services provided by the Vendor Partner.
- xi. The Vendor Partner will provide the Company with all necessary information to satisfy its due diligence requirements for listing the Vendor Partner and their services.
- xii. The Vendor Partner agrees to comply with the terms of use and privacy policy of the Website/App.

- xiii. The Vendor Partner is solely responsible for obtaining and maintaining any required registrations, permissions, consents, or licenses under applicable laws, including local municipal regulations, in connection with their services or goods, at their own cost.
- xiv. The Vendor Partner agrees that any risks or liabilities associated with the services or goods provided, including ownership, defects, or title issues, are their sole responsibility. Any disputes related to the goods/services provided must be resolved between the Vendor Partner and the customer, without recourse to the Company. The Company will not be held liable for any losses, damages, or third-party claims.
- xv. The Vendor Partner agrees to comply with all additional notes or requirements communicated by the Company via email or message in addition to this agreement.
- xvi. The Vendor Partner consents to receiving updates and communications from the Company, including news, promotions, and service updates, via email, SMS, WhatsApp, or other messaging apps, as well as calls/messages to understand their needs and share leads.
- xvii. The Vendor Partner will make all subscription payments to the designated account of the Company/VOWED and will not make payments to any employees of VOWED or third parties. The Company will not be liable for payments made to unauthorized individuals.
- xviii. The Vendor Partner agrees not to use abusive language toward any employee or associate of VOWED. In case of any such incidents, the Company reserves the right to terminate the agreement immediately, and the Vendor Partner will forfeit any payments made.
- xix. The Vendor Partner represents and warrants that they are in compliance with all obligations under the Universal Declaration of Human Rights (1948) and the International Covenant on Economic, Social, and Cultural Rights (1966).

5. Company Covenants:

- i. The Company will provide the services in a professional manner, adhering to the terms and conditions of this Agreement and in compliance with applicable laws.
- ii. The Company possesses the necessary expertise, resources, and capabilities to deliver the services outlined in this Agreement.
- iii. The Company shall not be held liable or responsible for any changes made to the services offered by the Vendor Partner, including but not limited to alterations in venue, descriptions, or other service details.
- iv. The Company may permit third parties to display advertisements on the Website, but it does not control the content of such third-party advertisements.
- v. The Company will ensure that any employees or contractors engaged to provide services under this Agreement are qualified, trained, and experienced to carry out the services as specified.

6. Non-Exclusivity

The Company reserves the right to enter into similar agreements for the services with any other party, including competitors of the Vendor Partner, at its sole discretion and under terms it deems appropriate, in compliance with applicable law. The Vendor Partner acknowledges and understands that their agreement with VOWED is non-exclusive.

7. Payment Terms:

- i. In exchange for availing the specified Subscription Plan (as detailed in the Order form), which grants access to the Website/App for listing/advertising the agreed services and provides related support and ancillary services for a defined tenure under this Agreement, the Vendor Partner agrees to make the payments as prescribed by the Company from time to time. The Company utilizes a secure server for credit card transactions to protect the credit card information of users. Additionally, Cookies are used to store login information. Cookies are small files placed on your device to assist in providing our services. You may also encounter Cookies or similar technologies on certain pages of the Website/App, placed by third parties, over which we have no control.
- ii. The Company will issue an invoice to the Vendor Partner detailing the mutually agreed subscription fee for the chosen Subscription Plan.
- iii. All payments should be made solely to the Company's designated account, in the manner communicated by the Company.

8. Refund Policy:

- i. Payments for listing services on the Platform must be made in full in advance.
- ii. Payments for services once subscribed to or availed by the User are non-refundable, and any amounts paid will be deemed fully appropriated.
- iii. Refunds, if any, will be at VOWED's sole discretion, and VOWED makes no guarantees regarding the accuracy or timeliness of refunds reaching the User's card or bank account.
- iv. VOWED does not guarantee server uptime or the flawless functioning of the website. Listing services are provided on a best-effort basis, and VOWED's maximum liability for any losses, damages, or claims is limited to the refund of the subscription amount only.
- v. VOWED assumes no liability for free listing services.

9. Cancellation Policy:

- i. The User may cancel the subscription/package prior to the listing date.
- ii. Once the listing has been made, the User will not be entitled to cancel the subscription, as VOWED's obligation is considered fulfilled upon the listing of services on the App/Platform.
- iii. Cancellation after listing may be accepted at VOWED's sole discretion, and any refund of the subscription amount will be subject to the Refund Policy.

10. Term and Termination

- i. This Agreement shall be effective for a period agreed upon by the parties, in accordance with the various subscription plans offered by the Company (the "Term"). The Term may be renewed for additional periods, subject to mutual agreement between the Parties.
- ii. The Company may terminate this Agreement at any time by providing reasonable prior notice to the Vendor Partner. Failure to make timely payments may result in the termination of this Agreement and the discontinuation of the agreed subscription plan.
- iii. The Parties may mutually agree to terminate this Agreement at any time, under terms mutually accepted by both Parties.
- iv. Upon termination of this Agreement:
 - a) Both Parties will be relieved of their respective rights and obligations, except for those rights, obligations, and liabilities that
 - (i) accrued prior to termination, and
 - (ii) survive termination of this Agreement;
 - b) The Company, Website, or App will no longer be obligated to provide services to the Vendor Partner;
 - c) The Vendor Partner must settle all outstanding monetary dues to the Company immediately on the termination date; and
 - d) Upon termination, each Party must immediately cease using or referencing the other Party's intellectual property and return any materials containing such intellectual property to the other Party.

11. Confidentiality and Intellectual Property:

- i. During the Term of this Agreement and thereafter, the Vendor Partner shall not disclose, use, or share any Confidential Information, knowledge, or know-how related to the operation of the Website/App for the benefit of any third party, whether an individual, group, partnership, association, or corporation. This includes any

information provided to the Vendor Partner or obtained during the course of their engagement under this Agreement. All information, knowledge, know-how, and techniques shared by the Company/Website, including the terms of this Agreement, are considered confidential. Upon termination of this Agreement, the Vendor Partner must immediately return to the Company all Confidential Information, including any copies or other materials provided during the Term.

"Confidential Information" refers to the terms of this Agreement and its attachments, the terms of use of the Website/App, and all other information, techniques, know-how, materials, and data disclosed by the Company to the Vendor Partner that is (i) identified by the Company as confidential, or (ii) by its nature or context reasonably considered confidential.

- ii. Neither Party grants the other any right, title, or interest in its intellectual property except as expressly authorized in writing. Each Party's intellectual property remains the exclusive property of the respective Party. The Vendor Partner acknowledges that the Company's logo and the brand name "Vowed" are trademarks owned by the Company. The Vendor Partner agrees to follow the Company's instructions regarding the use of its logo, trademarks, copyrights, or any other intellectual property. The Vendor Partner also acknowledges that these trademarks and intellectual property carry significant goodwill and reputation, and agrees to use them only in the manner and to the extent specifically authorized by the Company/Website/App. The Vendor Partner shall not use the Company's intellectual property in connection with its own business unless approved in writing by the Company/Website/App.

12. **Indemnity**

- i. The Vendor Partner agrees to indemnify, defend and hold harmless the Company/Website, its Affiliates, and their respective shareholders, directors, officers, employees, agents, successors, assignees and other persons acting for or on behalf of any of them against and to reimburse them for all claims, causes of action, costs, expenses, loss, liability, damages or obligations arising from or relating to
 - a) the Vendor Partner's breach of the terms of this Agreement
 - b) negligence or willful misconduct on the part of the Vendor Partner or its personnel; and
 - c) any and all actions, causes of action and suits arising out of, relating to any claim by a customer/buyer of the Services rendered by the Vendor Partner under subscription plan or by any third party in relation to the Services listed on the Website on behalf of the Vendor Partner. The Party seeking indemnification hereunder (the Indemnified Party) shall notify the other Party (the Indemnifying Party) in writing of any matter that may result in an indemnity payment promptly upon the discovery of such matter. In such circumstances, the Indemnified Party shall provide the Indemnifying Party with such information and assistance as the

Indemnifying Party shall reasonably request. The proceeds of any such insurance provided may be applied to reduce claims made against the Indemnifying Party.

- ii. Neither Party shall be liable in any event for any indirect, incidental, consequential, special or exemplary losses or damages arising under this Agreement under tort, common law or under public policy or otherwise, including, but not limited to, loss of revenue, loss of goodwill or profits or anticipated profits or lost business etc.

13. Miscellaneous

i. Grievance Cell

If you encounter any violation by another user, such as content that is obscene, threatening, offensive, harmful to minors, infringing on copyrights or patents, or if a user is impersonating someone else, please feel free to raise your concerns in writing or email us with a digital signature at grievance@vowed.in

The Grievance Officer is available from 10:00 AM to 6:00 PM Indian Standard Time, Monday to Saturday, excluding Sundays and public holidays in India. The Grievance Officer is appointed in accordance with Rule 3 (2) of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021. All complaints directed to the Grievance Officer must be submitted in writing.

The Grievance Officer will address complaints related to violations by users of the website or app, including but not limited to the following actions that users are prohibited from engaging in:

- A. Uploading, displaying, or sharing content that belongs to someone else and for which the user does not have the necessary rights.
- B. Posting content that is obscene, pornographic, paedophilic, invades someone's privacy (including bodily privacy), harasses or insults others based on gender, race, or ethnicity, encourages illegal activities such as money laundering or gambling, or promotes hatred or violence based on religion or caste.
- C. Sharing harmful content related to children.
- D. Infringing on any intellectual property rights, including patents, trademarks, or copyrights.
- E. Deceiving or misleading the recipient about the origin of a message, or knowingly communicating false or misleading information.
- F. Impersonating another person.
- G. Posting content that threatens the sovereignty, integrity, or security of India, its relations with foreign states, public order, or causes incitement to criminal activity.
- H. Sharing content that contains viruses or other harmful computer code, files, or programs that could disrupt or damage computer resources.
- I. Violating any applicable laws in force.

ii. Reviews on Vendor profiles

- a. Reviews posted for vendors on their Vowed profile are a critical resource for new couples and Vendor Partners. Therefore, we take great care to maintain the integrity and credibility of the reviews on our Website.
- b. If a Vendor Partner wishes to report a review, they can do so by clicking the "Report an issue with this review" button in their vendor panel. When a review is reported:
- c. The reviewer will be notified via email and SMS, using the contact information available, and asked to provide either a signed contract or proof of payment to verify whether the reviewer was a legitimate client of the Vendor Partner.
- d. The review will be temporarily disabled from the Vendor Partner's profile automatically.
- e. The Company will contact the reviewer within 12-24 working hours and request the necessary proof. If the reviewer does not submit the required proof within 7 days of being contacted, the verification case will be closed.
- f. If the Company receives satisfactory and appropriate proof, the review will be reinstated on the Vendor Partner's profile within 3 days, and both the Vendor Partner and reviewer will be notified.
- g. If the Company does not receive satisfactory proof, the review will remain disabled, and the verification case will be closed after notifying both the Vendor Partner and the reviewer.
- h. Legal Disputes: In the case of an ongoing legal dispute, the review related to the dispute will be hidden from the Vendor Partner's profile.
- i. Please note that the Company cannot verify and confirm every statement made in reviews on Vendor Partner profiles. However, we maintain a fair investigation and verification process once reviews are reported to ensure that reviews on the Website are from genuine clients and comply with our terms.
- j. The Company reserves the right to disable any review from a reviewer who has been proven not to have hired the vendor through the Company's involvement, for any reason. The Company has sole discretion over whether reported reviews are to be further investigated.
- k. The Vendor Partner agrees that the Company's decision in these matters shall be final and binding.

ii. **Force Majeure:** The Company shall be excused from fulfilling its obligations under this Agreement to the extent that a force majeure event directly affects and impedes performance. A force majeure event, for the purposes of this Agreement, refers to any event or circumstance beyond the reasonable control of the affected Party, which could not have been prevented through reasonable skill and care and which significantly impacts the affected Party's ability to perform its obligations. Such events may include storms, typhoons, tornadoes, earthquakes, landslides, subsidence, washouts, pandemics, epidemics, or other acts of God; war, riots, civil unrest, insurrection; strikes, lockouts, or labour disputes in India; or any other similar cause beyond the reasonable control of the Party.

Both Parties will make reasonable efforts to prevent, minimize, and mitigate the impact of any delay caused by a force majeure event, including exploring alternate acceptable sources of services, equipment, and materials.

- iii. **Notices:** Any notice under this Agreement must be in writing and delivered personally or sent by speed post (or equivalent postal service) to the addresses specified on the first page of this Agreement, addressed to the authorized representative of each Party.
- iv. **Relationship Between Parties:** The relationship between the Parties is that of independent contractors acting on a principal-to-principal basis only. There is no joint venture, employment, partnership, or agency relationship between the Parties, for any purpose.
- v. **Assignment:** The Vendor Partner may not assign this Agreement or any rights or obligations under it without the prior written consent of the Company. The Company may assign, sub-contract, or transfer its rights and obligations under this Agreement to any third party without notifying the Vendor Partner.
- vi. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India.
- vii. **Dispute Resolution:** Any dispute, claim, or controversy arising out of or relating to this Agreement will be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator appointed by the Company (as amended from time to time). The seat and venue for arbitration shall be in Bengaluru, and the language of the proceedings shall be English. The arbitration award will be final and binding on both Parties. Each Party will bear its own costs unless otherwise directed by the arbitral tribunal.
- viii. **Jurisdiction:** Subject to the Arbitration clause, the Parties consent to the exclusive jurisdiction of the courts located in Bengaluru.
- ix. **Waiver:** Failure by either Party to exercise any of its rights under this Agreement shall not be construed as a waiver or forfeiture of such rights.
- x. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties regarding the subject matter and supersedes all prior negotiations, agreements, and representations on the subject. In case of any conflict between the terms of this Agreement and prior agreements, the terms of this Agreement shall prevail.
- xi. **Amendment:** No changes or amendments to this Agreement shall be valid unless recorded in writing and signed by both Parties.
- xii. **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions will remain valid and enforceable. The invalid provision will be restated to reflect the Parties' original intention as closely as possible in accordance with applicable laws.
