

Vendor Agreement

This vendor agreement ("**Agreement**") is entered into between **Vahmine Technologies Private Ltd ("**Company**")**, a private limited company having its registered office on 4th Floor, VRR Royal Commercial Complex, 21st The main road, 17th Crossroad, 11th sector HSR Layout, Bangalore, Karnataka, India, 560102 and **Riversys Technologies Private Limited ("**Vendor**")** having their registered office at 302, Plot No 15, 3rd Floor, Kumar Tower, Wazirpur Industrial Area, Delhi North West, 110052 This agreement shall come into force on the day of 12th March 2024 ("**Effective Date**").

Whereas this Agreement is being entered into to lay down the terms, conditions and obligations of the vendor and the Parties to this Agreement have agreed to the below mentioned terms, conditions and obligations arising hereof.

DEFINITIONS

1. The term "Product/Services" are described in the order form executed between the Company and Vendor ("**Order Form**").
2. The term "Customer/User" shall refer to any person or entity that enters a transaction with the vendor.
3. The term "Person" includes any person resident/non-resident of India who is above the age of 18 years who is legally qualified and competent to enter into a contractual agreement as per Indian Contract Act.
4. The term "Company" means and includes but not limited to any domestic company including but not limited to a Private Limited Company, Public Limited Company, Joint Venture Company, One Person Company registered under the Companies Act, 2013 or a foreign company or a Subsidiary of a Foreign Company registered in any foreign jurisdiction under the applicable foreign law. The definition of company is not exhaustive and will also include companies which may be unregistered but show the traits of the company.
5. The term "Data" includes but is not limited to any kind of personal information, pictures, graphs, business information, financial reports, technical information, usage reports, IP addresses, customer information,

supplier information, Product/Service information or any other materials or that is generated by the execution of the Agreement.

6. The term “Confidential Information” includes but is not limited to any kind of Data, payment terms and this Agreement, and any other materials that are sensitive in nature.

OPERATIVE CLAUSES

1. COVENANTS:

- i) Vendors shall be solely responsible for the quality, quantity, merchantability, guarantee, and warranties in respect of the Product/Services as per Exhibit A and Exhibit B. The Vendor shall ensure that the product/services dispatched are of the specifications as per Order Form.
- ii) The Vendor warrants and represents that it is an authorized business establishment and holds all the requisite permissions, authorities, approvals and sanctions to conduct its business and to enter into the present Agreement with the Company.
- iii) Vendor shall ensure to list/upload the Product/Service description and image only for its own product/services which are offered. The Vendor shall under any circumstances not upload information, links, contact, email ID, phone numbers or any other kind of promotional content of any third party from their account into the Company's system. Indulging in any such activity can lead to termination of Agreement and suspension of services, including blocking of IP addresses and delisting of the Vendor.
- iv) If the Product/Service(s) furnished is banned/prohibited due to any reason, the Vendor shall immediately update it through the supplier login on site provided by the Company.

- v) The Company shall have the right to conduct audits of the Vendor's operations, systems, processes, and documentation relevant to the Products/Services provided under this Agreement. Audits may include on-site visits, system reviews, and examination of records. The scope and frequency of audits shall be determined by the Company, taking into consideration the nature of the services provided and any applicable laws or regulations.
- vi) The Vendor shall provide reasonable access to its premises, systems, and records for the purpose of conducting audits. The Vendor's employees shall reasonably cooperate with the Company's auditors and provide all necessary assistance and information to facilitate the audit process during reasonable business hours.
- vii) The Company shall provide the Vendor with 30 days advance notice before conducting an audit, specifying the proposed date, time, and duration of the audit.
- viii) Any information obtained by the Company during the audit process that is deemed proprietary, confidential, or sensitive shall be kept strictly confidential.

2. GOVERNING LAW:

The vendor acknowledges that the present agreement is governed by the Indian Contract Act, 1872 and other relevant laws of India. Any and all the procedures, legality, liability that may arise will comply with the above-mentioned laws.

3. REGISTRATION BY THE VENDOR:

The Vendor hereby agrees to follow and fulfil all the criteria that may be set by the Company's portal before getting access to the Company's portal. This may include providing necessary documents, fulfilling paperwork including KYC documentation and payment of registration fees as prescribed. Failure to follow the registration process would make the Vendor ineligible to access the services.

4. CORRECT INFORMATION:

The Vendor acknowledges and undertakes that when asked for any information, they would provide correct information in good faith. Failure to provide correct information, or deliberately providing incorrect information can lead to termination of the contract. The Vendor also acknowledges that such furnishing incorrect or incomplete or false information may give rise to damages if they arise.

5. NON-EXCLUSIVE NATURE OF THE CONTRACT:

The Vendor hereby acknowledges that the agreement is non-exclusive in nature as per the nature of business. The vendor may be one of the vendors that may utilize the services to sell and/or publish their Product/Services. At no point the Vendor shall claim exclusivity rights pertaining to the usage of the Company's portal.

6. NON-DISCLOSURE REQUIREMENTS:

- i) Each party undertakes that they would not, under any circumstances except those prescribed by the law, disclose any of the Confidential Information mentioned under the Definitions clause.
- ii) Each party has a responsibility to keep the contractual details of this contract which include rates and payment details and other "Confidential Information" that they may have access to, confidential.
- iii) Any breach of this contract may give rise to damages and other liabilities that includes termination of the Agreement. Each party also acknowledges that they would take reasonable measures to protect the "Confidential Information" of the other party that it may access through the usage.
- iv) The obligations under this clause shall survive and each party shall be bound by the obligations under this clause even after the termination of this Agreement or severance of any other clause hereunder.

7. LIABILITY:

Each party hereby commits that they would not engage in any criminal, tortious or civil misconduct while using the Portal. The Vendor also acknowledges and undertakes that the Portal shall not be held responsible for any civil or criminal liability that may arise solely and directly due to the Vendor's conduct in carrying out their business. This may include but are not limited to cheating, fraud. Further, the Vendor also agrees that in case

such liability arises, the Vendor would indemnify the Company for the same as per the conditions of Indemnity Clause in the Order Form.

8. DATA PROTECTION:

- i) Both the parties acknowledge that they may have access to certain Data as defined under the Definitions clause. Both the parties undertake that if any data is accessed or is made available to any of their employees, agents or contractors and any other related party, they would not store, copy, imitate, record, analyse, photograph or video graph or use any other technique that may be used to manipulate this data. They would also strictly comply with all the data protection laws of India as notified by the Government. They would also not transfer this data outside the borders of India except when it is necessary for the ordinary course of business or as required by any Government agency from time to time.
- ii) The Company may be required to share with the Vendor Company data such as pricing, cost details of the product/services, etc with the Ministry of Electronics and Information Technology for deciding the benchmark cost of product/services.
- iii) The Vendor hereby undertakes that it would not, under any circumstances, share or sell any data of the Company's customers or users that it may receive through any means via the portal to any third party.
- iv) The Vendor understands and agrees that the portal is an open-source facility/software available for access in the public domain. Therefore, the Company cannot be held liable for any actions of third party (including any actions of the Company's customers/users) which may include but are not limited to unauthorized sharing/downloading/using of images uploaded by Vendor, images, logos or any other intellectual property of the Vendor. Any breach of intellectual property of the Vendor in the public domain of the portal would not give rise to any kind of liability for Company if the Company was not involved in such an act.

9. DATA PROTECTION MEASURES:

- i) Both the parties undertake that they will undertake reasonable measures necessary to protect data from various attacks which

include but are not limited to phishing, hacking, cyber-attacks, etc. This may include using encryption, data protection software, firewalls etc., to protect sensitive Data. In case the either party fails to take measures necessary for protecting both the other party's Data then they may be liable for any liability that may arise due to such failure.

- ii) The Vendor also agrees that they would not, under any circumstances, share, sell, direct or publish any data of any user that they receive through the portal. Failure to comply with this may give rise to right to claim damages. The Vendor also agrees to indemnify the Host if any such breach happens, and a user brings any kind of action against the Host.

10. LIABILITY FOR FAILURE TO TAKE DATA PROTECTION MEASURES:

Both the parties agree that in case of a Data breach or a Data breach arising out of when any of the parties fail to take adequate protection measures prescribed in Clause 12 would be liable for such breach. The liability may include but may not be limited to various penalties under the relevant laws, damages arising out of such breach and termination of contract. In no event shall the liability exceed the agreed limits in the Order Form.

11. INDEMNITY CLAUSE:

Each party hereby agrees to indemnify, defend, or save harmless the other party in case of any liability, claim, actions, legal suits, petitions, damages or losses, expenses or liabilities that may arise as a result of any direct or indirect action undertaken by such a party. These actions may include any kind of civil wrong, criminal offense, tax liability, breach of duty towards customers, non-delivery of goods, delivery of sub-standard quality of goods, breach of contractual obligation . If any such action leads to a liability of the other party, then the such indemnifying party agrees to refund and/or make good any such loss that may be incurred by the indemnified party as per the terms of the Order Form. Indemnity would also include legal fees that would be undertaken by the indemnified party to defend such claims arising against it.

12. MODIFICATION:

There can be a modification to this contract, if both the parties mutually decide in writing to modify any part of this Agreement. Any party

can raise a request for a meeting, discussion or an online discussion or any other method of communicating that is acceptable to both the parties, to modify the contract. It is stipulated that a notice for such meeting must be given to the other party **30 days** prior to the proposed date of said meeting. This time requirement can be relaxed if there is consent of both parties.

13.TERMINATION:

- i) This agreement may be terminated at the will of any party without assigning any reason. Termination at will require a written notice in the form of a letter or electronic mail 30 days prior to the date of the desired termination. Both the parties also undertake that in case of termination they will clear all the legal dues that may have arisen or may be pending during the working of agreement as per the Order Form.
- ii) If either party indulges into any misconduct including publishing false/misleading/incorrect information or providing deficient service or breach of any other terms of this Agreement, the Agreement may stand terminated at the option of such non-breaching party. The non-breaching party shall notify the breaching party of the said misconduct and terminate the Agreement within 15 days of such notification.

14.DISPUTE RESOLUTION CLAUSE:

In case of any dispute that may arise between the parties during the pendency of this agreement, they may choose to resolve their disputes as per this clause. Both parties agree that the first method of dispute resolution for this Agreement would be mediation. Failure of the process of mediation would give right to both the parties to initiate arbitration proceedings as per The Arbitration and Conciliation Act, 1996.

15.ARBITRATION PROCEDURE:

The Seat and the Venue of Arbitration shall be New Delhi, India. The Arbitration would follow the governing law and procedures as prescribed in Clause 17.

IN WITNESS WHEREOF the Parties here to have executed this Agreement on the date and the year first here in above written.

For Vahmine Technologies Inc.	For the Vendor
Signature	Signature <i>Aayush Choudhury</i>
Name of the Authorized Signatory: Nizamudheen V	Name of the Authorized Signatory: Aayush Choudhury
Designation: Director	Designation: CEO & Co-Founder
Date:	Date: 12th March 2024

Signature Certificate

Reference number: SRPAB-M4H9Z-ENMCL-TL5AU

Signer

Timestamp

Signature

Aayush Choudhury

Email: aayush@scrut.io

Shared via link

Sent:

12 Mar 2024 17:46:06 UTC

Viewed:

12 Mar 2024 17:47:57 UTC

Signed:

13 Mar 2024 14:54:05 UTC

Aayush Choudhury

Recipient Verification:

✓ Email verified

12 Mar 2024 17:47:57 UTC

IP address: 24.5.67.102

Location: San Mateo, United States

Document completed by all parties on:

13 Mar 2024 14:54:05 UTC

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