

WATER STATION PARTNER REGISTRATION FORM TERMS AND CONDITIONS FOR ONLINE ORDERING SERVICES ("TERMS")

These terms of service ("Terms") describe the terms on which Users (as defined below) access, view, use, and register on the Android & iOS App Waterdrop.com and any other mobile or other application owned and/or any of its Affiliates (as defined below) ("Waterdrop"), collectively referred to as the "Platform" Waterdrop adheres strictly to the Information Technology Act, 2000 (hereinafter referred to as the "IT Act, 2000") and the rules framed thereunder. In order to ensure compliance with the above, Waterdrop records that this document is an electronic record generated by a computer system and [does not require any physical or digital signatures] to assure conformity with the foregoing. Waterdrop created these Terms of Use to ensure, among other things, that the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 are followed. PRIOR TO ACCESSING, VIEWING, USING, OR REGISTERING ON THE PLATFORM OR ACCESSING ANY MATERIAL, INFORMATION, OR SERVICES THROUGH THE PLATFORM, PLEASE READ THESE TERMS OF USE CAREFULLY. THE USER'S ACCESS OR USE OF THE PLATFORM CONSTITUTES THE USER'S UNCONDITIONAL ACCEPTANCE OF THE TERMS OF USE AND AGREEMENT TO BE LEGALLY BOUND BY THEM. These Terms of Usage govern your use of the Platform. We provide you with a non-exclusive, non-transferable, revocable, and limited licence to access and use the Platform so long as you comply with these Terms of Use.

1. Definitions

Unless otherwise stated, the definitions of the following defined terms are as follows:

- i. The term "commission" refers to the amount payable by the Water station Partner to Waterdrop as a percentage of Net Sales as specified in the Form.
- ii. "Customer" refers to users who place Orders using the Platform.
- iii. "Customer Application" refers to Waterdrop's proprietary online website and/or mobile-based Order placement application available on the Platform, which enables Customers to (a) place an Order with the Water station Partner for the purpose of availing Water station Services; (b) track the status of the Order placed by such Customer with the

Water station Partner; and (c) facilitate payment by the Customer towards the Water station Services availed from the Rest.

iv. "Customer Data" refers to any and all identifiable information about the Customer submitted by the Customer via the Platform, including, but not limited to, the Customer's name, delivery addresses, email addresses, phone numbers, and Customer preferences, as defined by the Privacy Policy.

v. "Delivery Charges" refers to the delivery fee imposed by the Delivery Partner to the Customers on each Order when Waterdrop facilitates delivery to the Customers.

vi. "Delivery Surge" refers to an amount charged by the Delivery Partner from Customers on some Orders in addition to the Delivery Charges, based on a variety of factors including, but not limited to, order value, distance covered, time taken, demand for delivery, real-time traffic and weather conditions, seasonal peaks, or other parameters as determined from time to time.

vii. "Electronic Payment Process" refers to the online and mobile-based payment process, such as third-party payment gateways, credit card/debit card/net banking transfer, e-wallets, and/or Waterdrop credits, that are available on the Platform to help the Customer pay for the Order Value.

viii. The "Execution Date" refers to the date on which the Form was completed.

ix. "Form" refers to the Water station Partner Online Ordering Services Registration Form completed by the Water station Partner. "Gross Sales" refers to the total amount charged by the Water station Partner to any Customer for any Order placed on Waterdrop's Platform, including all applicable taxes but excluding any discounts granted by the Water station on Waterdrop's Platform (if any).

x. "Information" refers to the information set out and provided with the Form, as well as any information supplied by the Water station Partner to Waterdrop under these Terms, such as the Water station Partner's name, establishment name, logo, the water items and images for water items, the price lists underlying the items, the opening hours of the Water stations partner, the rates at which taxes are charged by the Water station Partner to the Customer, and delivery rates, specific information the Water station Partner is under an obligation to supply to Waterdrop (a) immediately on the Execution Date; or (b) within 1 (one) day from any change in such information.

xi. "Delivery Partner" refers to a third-party service provider who gathers and delivers orders from the Water station to the Customer's location.

xii. "Logistics Services" refers to Waterdrop's facilitation services, in which Waterdrop connects the Water station Partner with the Delivery Partner via its online technology platform, who will pick up Order(s) from the Water station and deliver them to the Customers.

xiii. "Merchant Application" refers to the Waterdrop developed online Order management application pre-loaded in the Waterdrop Device that allows the Water station Partner to (a) receive an Order for the Water station Services; (b) accept or reject the Order within a specified time frame; (c) provide updates on the Customers Order and its status; and (d) place a request for Logistics Services, if applicable.

xiv. "Net Order Value" refers to the Order Value minus the Commission and any other amounts, charges, or other obligations owed to Waterdrop by the Water station Partner under these Terms or the Form.

xv. "Net Sales" refers to gross sales minus delivery fees and any other fees imposed by the Water station (if any).

xvi. "Optional Services" refers to the optional services that Waterdrop may offer to Water station Partners from time to time.

xvii. "Order" refers to the Customer placing an order with the Water station Partner for the purchase of any item through the Platform.

xviii. "Order Value" refers to the amount that the Customer must pay when placing an Order for Water station Services with a Water station Partner on the Platform.

xix. "Parties" refers to Waterdrop and the Water station Partner.

xx. "Payment Processing Fee" refers to the sum owed by the Water station Partner to Waterdrop as a percentage of the Order Value, including taxes, less any charge not imposed by the Water station but collected by Waterdrop, as specified in the Form.

xxi. The term "Platform" refers to Waterdrop's website and customer application.

xxii. The term "Water station" refers to the business establishment(s) for which the Water station Partner is executing the Form and from which the Water station Services are made accessible to the Customer, as well as the location where the water items are organised and/or delivered to the Customer.

xxiii. The term "Water station Partner" refers to the entity/individual that is the legal owner of the Water station as specified in the Form.

xxiv. "Water station Service" means the supply of water items attracting tax under Section 9(5) of the Central Goods and Services Tax Act, 2017, as specified on the Items List from time to time, sold by the Water station, and listed and advertised on the Platform by the Water station Partner.

xxv. The term "Service Operator" refers to the Waterdrop-operated centralised system that receives Orders from Customers via the Customer Application and transmits them to the Water station Partner.

xxvi. "Services" refers to the following services provided by Waterdrop to the Water station Partner on and after the effective date in exchange for the Water station Partner providing Water station Services to the Customer via the Platform:

- a. a listing of the Water items and price list supplied by the Water station Partner in relation to the Water station Services on the Platform;
- b. an order placement mechanism for the Customer to purchase Water station Services from the Water station Partner in real-time;
- c. a payment process for the Customer to pay the Order Value; and
- d. Complaint resolution services for customers and Water station partners regarding the Platform's operation;
- e. Logistic Services (if applicable).

xxvii. "Website" refers to www.waterdrop.com (including any webpages contained or hyperlinked within that are owned or controlled by Waterdrop), as well as any other media or media channels, devices, mobile applications, software, or technologies that Waterdrop may select from time to time.

xxviii. A "Waterdrop Device" is a smartphone that has the Merchant Application installed.

2. Waterdrop's Responsibilities:

- i. Waterdrop will (a) post the Water station Partner's items and pricing list on the Platform, and (b) transfer the payments received from Customers to the Water station Partner in line with the agreed terms set forth herein.
- ii. Waterdrop will display on the Platform, using its best efforts, the necessary information provided by the Water station Partner. However, Waterdrop is under no obligation to display any information unless the Water station Partner delivers all required information and such information is in accordance with Waterdrop's standards and guidelines.
- iii. Waterdrop has the right to adjust the tax rate on the Water items list submitted by Water station Partners for inclusion on the Platform.
- iv. Waterdrop will communicate the Orders submitted by the Customer to the Water station Partners as per below:
 - a. Water station Partners with a Waterdrop Device with a loaded Merchant Application or receiving Orders through a third-party point of sale system or Waterdrop API or a Waterdrop provided web dashboard, Order transmission in real-time;
 - b. Water station Partners receive Orders on their own device, without the use of a Merchant Application: Order transmission through SMS and/or phone call via the Service Operator on an immediate basis. If a Water station Partner fails to answer phone calls for more than five (5) minutes, Waterdrop retains the right to temporarily restrict/deactivate the Water station Partner's Online Ordering services in order to avoid Customer complaints. Water station Partners' access will be restored upon explicit request to Waterdrop's customer service centre. Waterdrop reserves the right to cancel any Order if the Water station Partner does not respond within five (5) minutes on (a) acceptance/rejection of the Customer Order and/or (b) Order delivery timescales.
 - c. Waterdrop shall resolve Customer and Water station Partner concerns about the operation of the Platform and/or Waterdrop Device (conceivably).

d. For the avoidance of doubt, it is expressly stated that Waterdrop is only responsible for providing (i) a Platform to the Water station Partner to list, offer, and sell Water station Services to Customers and/or (ii) Logistics Services (if applicable), and that Waterdrop will not be responsible or liable for (i) the quality of the Water station Services listed and advertised on the Platform; and/or (ii) the processing of the Orders placed by Customers; and/or (iii) any delay in the Water station Partner getting the Order ready.

v. When offering logistics services, remember:

a. Unless a Water station Partner has contractually agreed to use Waterdrop's Logistics Services, Waterdrop will not be accountable or liable for the delivery of Orders or any complications that may arise. In addition, where the Water station Partner has chosen Logistics Services, Waterdrop's responsibility is limited to tallying the number of items purchased against the Order received. Water station Partner understands and agrees that Waterdrop is not liable for the quality or amount of the Order (provided the Order water item is not damaged during delivery) and that the Water station Partner is entirely responsible for the Order's quality and quantity.

b. If a Water station Partner chooses Logistics Services, the Water station Partner understands and accepts that delivery will be handled by Waterdrop via a Delivery Partner. Water station Partner understands and agrees that Waterdrop will not be held liable if the Delivery Partner steals the Order, engages in any illegal activity or misconduct against/with the Water station Partner's customers and/or staff, or engages in any vandalism activity against the Water station Partner and/or the Water station. Please know that Waterdrop will make every effort to provide the Logistics Services requested by the Water station Partner. Waterdrop has no authority over the Water station Partner's ratings or reviews for the Logistics Services provided through Waterdrop in any way, as ratings are based on a variety of variables, including but not limited to each Customer's experience with the Water station Partner and the Water station Services.

c. Where the delay in handing over the Order to the Delivery Partner is completely attributable to the Water station Partner and its staff, the Water station Partner shall not hold Waterdrop accountable for any claims made by the Customer.

d. Waterdrop reserves the right to impose Delivery Charges and Delivery Surge to the Customer for the delivery of the Order at its sole discretion.

- vi. Water station Partner understands and agrees that Waterdrop is solely a mediator in relation to Logistics Services, in which Waterdrop facilitates logistics services by connecting Delivery Partner with Water station Partner for delivery of Order(s) from the Water station(s) to the Customer, and that Waterdrop cannot be held liable for any illegal/unlawful activity of the Delivery Partner.
- vii. Waterdrop may provide a web dashboard to the Water station Partner if the Water station Partner has a specific device to access such web dashboard and a high-speed internet connection.

3. Responsibilities of a Water station Partner

- i. While serving Orders received from Customers ordering through the Platform, the Water station Partner will not discriminate. Customers who order separately from the Water station Partner will not be given any special treatment (i.e. customers ordering directly from a Water station Partner).
- ii. According to the applicable regulations, the Water station Partner shall ensure that all mandatory information regarding taxes, levies, and charges applicable to the Order(s) is clearly accessible to the Customers on their invoice provided for any supply other than Water station Service.
- iii. Water station Partner will ensure that the information provided to Waterdrop is up to date and correct, including but not limited to the Water station Partner's name, address, contact telephone number, email, manager/contact person details, delivery times, opening hours, water items, price lists, taxes, service addresses, and other relevant information.
- iv. Water station Partner must ensure that it is the sole author/owner of, or otherwise controls, all content/material, including but not limited to the Water station Partner's name, establishment name, logo, water items, images of the water items, and other information

transmitted or submitted to Waterdrop via the Platform, or that it has received permission to use such Content from the rights holder of such Content.

v. The Water station Partner must process and execute the Order(s) as soon as possible.

vi. When the Water station Partner is unable to offer Water station Services to the Customer, the Water station Partner is required to disable the "Accepting Delivery" feature on its online ordering system.

vii. Waterdrop reserves the right to take appropriate action in accordance with its policies, which may be amended from time to time if the Customer's experience with the Water station Partner and the Water station Services is harmed as a result of acts and omissions attributable to the Water station Partner, including but not limited to frequent rejection of Order(s).

viii. Any alteration or adjustment to the Order made by the Customer must be communicated to Waterdrop immediately by the Water station Partner.

ix. Water station Partner acknowledges that if it accepts a Customer's Order cancellation request via the Platform, it will not be eligible to receive any Order Value or amount for the cancelled Order.

x. When a Customer pays for an Order online and the Water station Partner is in charge of logistics, the Water station Partner or its representative must acquire a signed receipt from the Customer when the Order is delivered. If there is a disagreement over whether the Water station Partner is entitled to a payment from Waterdrop under these Terms, Waterdrop will not be obligated to make any such payment until the Water station Partner presents Waterdrop with a copy of the signed receipt.

xi. Proof of delivery must be kept for 60 days from the date of delivery by the Water station Partner.

xii. If the Water station Partner is responsible for delivering an Order, it must ensure that only trained individuals are involved in the delivery and that water safety is not jeopardised at any point until the Customer receives the Order. The Water station Partner undertakes to pay Waterdrop for all disputes that may occur as a result of the Water station Partner's account delivery of Orders.

xiii. The Water station Partner guarantees that the water served to Customers are of the following quality:

a. superior in terms of quality and suitability for human consumption;

b. in accordance with the Food Safety and Standards Act of 2006, as well as the rules, regulations, licences, standards, and standards issued thereunder;

c. comply with all other relevant Indian legislation, including all applicable food industry rules.

xiv. If the Water station Partner uses any Optional Services, the Water station Partner will also be required to follow the terms and conditions of those Optional Services, as well as any other terms and conditions announced by Waterdrop from time to time.

xv. Contact a Customer if an Order cannot be handled as requested or to explain the contents of an Order, if necessary after the Order has been confirmed.

xvi. If an Order cannot be completed as requested or if the specifics of an Order need to be clarified, the Water station Partner will contact the Customer after the Order has been confirmed.

xvii. To promptly resolve Customer complaints that Waterdrop has referred to the Water station Partner regarding (a) the quality and quantity of water ; (b) the delivery of the Orders (where such delivery has been undertaken by the Water station Partner and the delivery issues are attributable solely to the Water station Partner); and (c) the Water station Partner's failure to comply with the Customers' special requests/instructions.

xviii. Any/all water items not available with the Water station Partner shall be removed by the Water station Partner.

xix. The Water station Partner recognises and accepts that it will be entirely responsible for delivering the Orders placed by Customers with the Water station Partner on the Platform (where it is not using Logistics Services). It is clarified that Waterdrop will not supply any Logistics Services unless the Water station Partner agrees in the Form.

xx. For the avoidance of doubt, it is expressly stated that Waterdrop is not responsible or liable to the Customer for (a) the quality of the Water station Service advertised on the Platform;

and/or (b) the processing of the Order; (c) the delivery of the Orders placed by the Customers with the Water station Partner through the Platform (unless Logistics Services are provided by Waterdrop); and (d) the misconduct / illegal activity of the Delivery Partner. The Water station Partner understands and agrees that it will be entirely responsible and liable to the Customer for (a) the quality of the Water station Service listed and advertised on the Platform; and/or (b) the processing of the Order and (c) the timely delivery of the Orders placed by Customers with it on the Platform.

xxi. The Water station Partner must verify that the Order(s) are (a) in conformity with the Customer's Order; and (b) correctly packed and adequately fastened to avoid leakage during transit. Water station Partner acknowledges that the Order will be in transit for the time it takes to be delivered from the Water station to the Customer, and the Water station Partner will ensure that this is taken into account while receiving and processing the Order.

xxii. Water station Partner shall (a) conduct adequate police verification and background checks on its delivery personnel and keep records of the same; (b) ensure that the delivery personnel are not intoxicated; (c) ensure that delivery personnel do not misbehave with the Customer; (d) make timely payment of all applicable statutory dues; (e) maintain adequate insurances; and (f) provide proper training to its delivery personnel to ensure delivery personnel deliver the Order.

xxiii. While making deliveries, the Water station Partner must ensure that the Order is not mixed in with other orders received directly from consumers or third parties who are not using the Platform. The Water station Partner is responsible for packing the Order. However, the Water station Partner may not incorporate third-party branding in the packing material used for the Order under any circumstances.

xxiv. Water station Partners should promptly address and resolve all customer complaints received by Waterdrop regarding the efficacy, quality, or any other concerns connected to Water station Services within the timescales established by the Ministry of Consumer Affairs or any other entity from time to time. Furthermore, the Water station Partner shall be fully responsible and obligated to act on any concerns expressed by the Customer about the Order (s).

xxv. Water station Partner acknowledges and agrees that it will be required to provide a copy of its PAN Card, TAN, GSTIN, FSSAI licence and registration certificates, and other details required by law or for the provision of Services, as may be requested by Waterdrop from time

to time, failing which Waterdrop reserves the right to suspend the Water station Partner from the Platform and/or restrict its access to the Platform.

xxvi. Water station Partner understands and agrees that it will not make any unsolicited calls to the Customer and will not ask the Customer to make payments in quantities more than what the Customer consented to when placing the Order through the Platform.

xxvii. Except as required for the execution of the Order, the Water station Partner shall not use the Customer data to send any unsolicited marketing messages or announcements.

xxviii. Water station Partner shall not engage in any fraudulent conduct or misuse any benefits provided by Waterdrop to Customers and shall be accountable to Waterdrop if Waterdrop gets aware of any fraudulent behaviour performed by the Water station Partner.

xxix. Customers must not be charged any delivery and/or Payment Processing Fee costs on Orders if the Water station Partner is not performing the delivery itself.

xxx. If a Water station Partner chooses not to use Waterdrop's Logistics Services, the Water station Partner is responsible for delivering the Order to the Customer.

xxxi. The Water station Partner must ensure that the Merchant Application is updated as soon as the latest version of the application is available.

xxxii. Water station Partner understands and agrees that any asset delivered by it to the Logistics Personnel, whether with or without Waterdrop's approval, such as POS machines/credit card/debit card swipe machines, bags, etc., is at its entire responsibility. Water station Partner agrees and undertakes that it shall be solely accountable if any such asset provided to the Logistics Personnel is damaged, stolen, or not returned by the Logistics Personnel, and Waterdrop shall be under no obligation to compensate the Water station Partner for the same or bear the cost of the asset.

xxxiii. Food Safety and Standards Act, 2006: Waterdrop clarifies that any violation of the Food Safety and Standards Act, 2006 and applicable rules and regulations made thereunder is solely the responsibility of the Water station partner, its agent, and any brand of any kind, as defined by the Food Safety and Standards Act, 2006 from time to time.

xxxiv. Promotions

When a Water station Partner agrees to offer Promotions (as defined below) to Customers who make orders at the Water station through the Platform, the Water station Partner agrees to the following terms and conditions:

a. These Promotion Terms apply to a Water station Partner's participation in Promotions, according to which the Water station Partner will provide discounts or offers, as applicable, to Customers on Order(s) placed with the Water station Partner via the Platform.

b. The terms and conditions of any other agreement the Water station Partner may have with Waterdrop are unaffected by these Promotion Terms.

c. By agreeing to sign up for Promotions, the Water station Partner agrees to the terms and conditions outlined below:

i. The Water station Partner understands and agrees that Promotions will be determined and made available to Customers in the Water station Partner's exclusive decision.

ii. "Promotions" shall mean the discounts or offers decided and made accessible to Customers on Orders placed with Water station Partners through the Waterdrop Platform for the purposes of these Promotion Terms. The promotions are only valid when ordering online.

iii. The Water station Partner acknowledges that the cost of the discount under the Promotions will be entirely financed by the Water station Partner.

iv. The Water station Partner shall define the details and validity period of the Promotions at its sole discretion.

v. The Water station Partner understands and agrees that once determined and made available via the Waterdrop Platform, the Promotions cannot be amended within the Promotions' validity period. However, after notifying Waterdrop, the Water station Partner may replace a Promotion with a new (revised) Promotion.

vi. The Promotions may be discontinued or cancelled at any time throughout the validity period at the sole discretion of the Water station Partner.

vii. The Water station Partner may run a suitable number of Promotions at any given moment.

d. The Water station Partner agrees to indemnify and hold Waterdrop, its directors, officers, agents, representatives, and employees harmless from and against any and all claims, suits, liabilities, judgments, losses, and damages arising out of or in connection with (a) any claim or suit or demand arising out of or in connection with Water station Partner failing to honour any Promotions; and/or (b) any breach of any applicable law.

e. You accept and recognise that Waterdrop has no part or accountability for the Promotion(s) and that Waterdrop will not be responsible to the Water station Partner or the Customer for any claim arising out of the Promotion (s).

f. Waterdrop's consent is required for the Promotion(s). Waterdrop maintains the right, at any time, to reject or delete the Promotion(s) for reasons disclosed to the Water station Partner.

g. Waterdrop will choose the placement and positioning of the Promotion(s) on the Waterdrop Platform at its absolute discretion.

h. Waterdrop makes no guarantees about the Promotion's reach or performance(s)

i. The Water station Partner is exclusively responsible for ensuring that all applicable regulations regarding the Promotions are followed.

j. The agreement between the parties shall be valid and binding from the date of acceptance of these Promotion Terms by the Water station Partner and shall continue until terminated in accordance with these Promotion Terms.

k. Without prior notice to Waterdrop, the Water station Partner may opt-out of Promotions at any time.

l. Waterdrop may cancel the agreement at any time by providing the Water station Partner with a one (1) day written notice of termination.

m. Regardless of anything provided herein to the contrary, Waterdrop may immediately suspend and/or terminate the Services if the Water station Partner violates these Promotion Terms and such violation is not resolved within six (6) days of notice of the breach.

n. Waterdrop maintains the right to amend the Promotion Terms without prior notice and without obligation to the Water station Partner. Any such changes will become effective as soon as they are reflected on the Terms.

o. Waterdrop reserves the right, at its sole discretion, to terminate the Promotions at any time, without prior notice or liability to the Water station Partner, if such action is required by law or regulation. In the event of such discontinuance, the Water station Partner will be provided with acceptable grounds for the Promotions' discontinuance in due time.

p. The termination of these Promotion Terms has no bearing on these Terms.

q. All of the respective parties' rights, duties, liabilities, and obligations under the Terms shall form an essential part of these Promotion Terms and shall be unaffected by these Promotion Terms.

r. Except as otherwise stipulated herein and varied/modified, the Terms shall remain in full force and effect.

s. If you have any questions or need assistance with Promotions, please contact the Merchant Application's help centre.

4. License

Water station Partner provides Waterdrop with an unconstrained, non-exclusive, royalty-free licence to all Content (as defined above) and Information given by the Water station Partner to Waterdrop for inclusion on the Platform and as otherwise required by the Form. This includes, but is not limited to, (a) using the Water station Partner's name in Google Adwords to support advertising and promotional activities to promote online ordering on the internet that Waterdrop may conduct. (b) the creation of derivative works from, or incorporation into, all or any portion of the marketing materials created by Waterdrop for the purposes of its business.

Any information, content or material transmitted or submitted to Waterdrop by the Water station Partner, whether through the Platform or otherwise, may be deemed and may be treated as non-confidential by Waterdrop, subject to Waterdrop's duties under applicable data protection legislation.

The Water station Partner also bestows Waterdrop a royalty-free, perpetual, irrevocable, non-exclusive licence to use, copy, modify, adapt, translate, publish, and distribute any Content,

information, or material for the purposes of providing Services under these Terms or for advertising and promotion of the Platform worldwide. Customers may rely on and read all Content, information, or material provided to Waterdrop that is displayed on the Platform by the Water station Partner to enable them to make informed prepurchase decisions.

5. Water station Partner Water items and Price List

i. All of Waterdrop's Water station Partners' water items and price lists will be displayed on the Platform. Waterdrop reserves the right, at its sole discretion, to modify and delete certain items from the Water station Partner's water items listed on the Platform. Waterdrop will make every effort to update price lists within 72 hours of receiving written notice of changes from a Water station Partner. Where the Water station Partner has a voluntary right to access the Water station Partner admin panel or dashboard (subject to Waterdrop's written permission in this regard) to edit and update the Information that Waterdrop displays on the Platform, the Water station Partner should make sure that it (i) keeps such information authentic, accurate, and up to date at all times; (ii) abides with Waterdrop's internal terms and conditions of use in this regard; and (iii) informs Waterdrop about such change.

ii. The Water station Partner will always maintain pricing parity for all products offered for sale to Customers via the Platform versus those offered for sale through its Water station locations or other direct channels such as websites, etc. To be clear, such parity is needed to be maintained by the Water station Partner in water items sold via the Platform, as well as its quality, quantity, and additional charges that the Water station Partner may levy.

iii. The Water station Partner acknowledges and agrees that Waterdrop will use its best endeavours to ensure that the Platform is not misused by the Customers for the placement of erroneous/fraudulent Orders. In the event of an erroneous/fraudulent Order, the Water station Partner undertakes to report such an erroneous/fraudulent Order to Waterdrop through the Waterdrop Device or call Waterdrop for action and investigation. In this regard, Waterdrop provides a built-in feature(s) in the Merchant Application and web dashboard access that will allow the Water station Partner to report such erroneous/fraudulent Orders.

iv. Waterdrop may engage in a range of marketing activities to promote the Water station Partner and the Water station Partner's water items; moreover, all such marketing activities will be defined in Waterdrop's sole and absolute discretion, and the Platform may be revised or updated, without notice and from time to time to reflect any such changes.

6. Payment Methods

i. The Water station Partner recognises and accepts that the Platform will make available to Customers the following payment channels for the payment of the Order Value:

a. Cash on delivery;

b. Online Payments Method; and

c. Redemption of Waterdrop-approved vouchers and/or discount coupons (if any).

ii. The Water station Partner understands and agrees that Waterdrop will send the Water station Partner a monthly invoice for the Commission, Payment Processing Fee, refund charges, and other amounts, charges that are payable by the Water station Partner to Waterdrop in respect of the applicable Orders within 8 (eight) days of the previous month's last date.

iii. The Water station Partner will receive invoices via email. To comply with the terms of the Goods and Services Tax (GST) regulations applicable in India, all invoices must be issued from Waterdrop's every state registered office from which the Services are provided.

iv. All sums payable to Waterdrop under these Terms are exclusive of applicable taxes, and all relevant taxes will be charged separately.

7. Parties' Responsibilities in the Case of Online Payment Orders

i. When a Water station Partner gets an online payment Order, it must meet all of the following requirements:

a. ensure that it does not receive any additional payment from the Customer (including but not limited to cash payment);

b. follow all special instructions on the Order receipt or as communicated by the Service Operator; and

c. receive a signature from the Customer confirming receipt of the Order when the Water station Partner delivers the Orders independently or through third parties other than Waterdrop.

ii. If the Water station Partner does not follow the delivery instructions (as specified in this Order receipt) or provides poor quality water item to the Customer, and Waterdrop is compelled to refund the Order Value to the Customer in any way, the Water station Partner expressly agrees that the Water station Partner will not be paid for such Order.

iii. If Waterdrop becomes aware of any fraud committed by a Customer, it will immediately notify its bank.

8. The Payment Settlement Procedure

i. The Water station Partner recognizes and accepts that any Order Value collected by Waterdrop for, and on behalf of, the Water station Partner in line with these Terms will be paid on to the Water station Partner after Waterdrop deducts the following sums (as applicable) from such Order amount:

a. Commission (for cash on delivery orders and online paid Orders);

b. Payment Process Fee due from Water station Partner;

c. Tax collected by Waterdrop in the case of Water station Service supplied by Water station Partner via the Waterdrop Platform; and

d. any additional money owed to Waterdrop under the Form or on account of other services obtained from Waterdrop by the Water station Partner, with the Water station Partner's express approval. The Parties expressly consent that, after deducting the above-said amounts, Waterdrop will pay back the Order Value due to the Water station Partner on a weekly settlement basis from the date the Order Value is received by Waterdrop.

ii. The Parties acknowledge and agree that after deducting the above-mentioned amounts, Waterdrop shall pay back the Order Value due to the Water station Partner on a weekly basis, after allowing a suitable period for corrections towards Orders for which the Customers have either refused to pay or, as applicable (but in accordance with guidelines prescribed by the Reserve Bank of India for payment systems and nodal account) ("Payment Settlement Day").

Payment Settlement Day for Orders handled Monday through Sunday is on or before Thursday of the following week. If the Payment Settlement Day falls on a bank holiday, the following working day will be used.

iii. Regardless of anything in these Terms or the Form to the contrary, the Water station Partner hereby unconditionally and irrevocably authorises Waterdrop to set off, withhold, and debit any amounts owed by the Water station Partner or its affiliates to any Waterdrop Company under any contract, adjustment, or knowledge between the Waterdrop Company and the Water station Partner or its affiliates from the Net Order Value.

9. Commission Structure

In exchange for the Services provided by Waterdrop to the Water station Partner, the Water station Partner agrees to pay Waterdrop commission at the rates set out in the Form, which commission amount may be calculated as a percentage of the number of Net Sales (regardless of the Order's payment method).

Waterdrop may revise the prices for the Services at any time, including without limitation the Commission rates, Payment Method Fee, or include any other charges/fee, provided that Waterdrop communicates such change(s) eight (8) days prior to the day that such change(s) is to take effect.

10. Taxes

Regardless of anything else in this Agreement, the Water station Partner is and will be liable for all taxes, payments, fees, and other liabilities related to the computation, payment, and collection of taxes in connection with Customer Orders for supplies other than the Water station Service and the Water station Partner's use of the Platform and Waterdrop Services. Waterdrop may charge and collect applicable taxes from Customers on behalf of the Water station Partner in compliance with the Water station Partner's instructions and/or applicable law; in which case, Waterdrop will collect such tax entirely on behalf of the Water station Partner and shall pay such amount collected to the Water station Partner. The Water station Partner is exclusively responsible for confirming amounts collected, submitting relevant tax reports, and remitting the necessary amount to the applicable tax authorities. Taxes shall comprise any relevant taxes due in connection with the Water station Partner's sale of water items, including pick-up and delivery services (where applicable). It is clarified that Waterdrop will not be responsible for the payment of any Taxes that the Water station Partner is legally

required to pay in connection with supply other than Water station Services that the Water station Partner shall provide to the Customers in accordance with these Terms and that the Water station Partner henceforth agrees to indemnify, defend, and hold harmless Waterdrop and each of its affiliates, and (as suitable) all of their directors, officers, employees, representatives. Water station Partners will be obliged to deposit all applicable taxes, including tax deducted at source (TDS) on the commission payable to Waterdrop.

11. Privacy

- i. With the exception of the purpose of providing Service(s), Waterdrop does not share any other information about the Water station Partner with third parties unless required by government authorities.
- ii. With the exception of the purpose of using Waterdrop's Service(s), the Water station Partner must not reveal any confidential information about Waterdrop to third parties, including but not limited to these Terms, its business plans, pricing, revenues, expenses, Customer Data, and Order Information.

12. Guarantee and Indemnity

- i. The Water station Partner guarantees that if it ceases to do business, closes operations for a significant period of time, or is otherwise unable to provide services to Customers, it will immediately contact Waterdrop. Waterdrop will not be held liable for any financial or other liabilities incurred as a result of the Water station Partner's failure to do so, whether through negligence or fault.
- ii. The Water station Partner guarantees that no potentially dangerous substance, alcoholic beverage, tobacco product, or other item forbidden by law will be offered for sale.
- iii. Waterdrop guarantees that it will carry out its responsibilities with reasonable care and expertise.
- iv. Waterdrop makes no guarantee or warranty that the Platform, Application, Waterdrop Device, software, hardware, or services are free of errors or malfunctions. If errors arise, it will make every effort to correct them as soon as feasible.

v. Water station Partner guarantees that it adheres with and will continue to comply with the Food Safety and Standards Act of 2006, the Legal Metrology Act of 2009, and the applicable rules and regulations made thereunder, as well as any other prerequisites or applicable law in the relevant State or Territory, as well as all other applicable legislation, regulations, or standards.

vi. Prior to using the Services, Water station Partner declares that it has obtained and will keep all necessary licences and/or registrations, and will submit a copy of such licences and/or registrations to Waterdrop.

vii. The Water station Partner agrees to defend and hold Waterdrop (as well as its directors, officers, agents, representatives, and employees) harmless from and against every and all claims, actions, liabilities, judgments, losses, and damage resulting out of or in association with any claim, suit, or demand:

a. by a Customer (or any party on whose behalf a Customer has acted) for reasons unrelated to the Service;

b. in relation to, emerging out of, or in association with, Water station Services (or any other services actually or ostensibly offered in relation to or in connection with the Water station Services) and delivery of such Water station Services when performed by the Water station Partner;

c. in relation to or in connection with the collection or payment of relevant taxes in any way related to or resulting from these Terms or any item, goods, or services under or arising from them;

d. in terms of the quality of the Water station Services provided by the Water station Partner;

e. with relation to the Water station Partner's guarantees set forth in this Agreement's Clause;

f. relating to damages caused by the Water station Partner's provision of unsafe Water station Services, any product failure, defect, or hazard in any Water station Service provided or sold by the Water station Partner, or insufficient instructions or cautions provided to Customers regarding any risks resulting from or associated with the use of any Water station Service provided or sold by the Water station Partner;

g. brought by Waterdrop and/or a third party as a result of the Water station Partner's usage, abuse, deceit, fraud, or misrepresentation;

h. in connection with, resulting from, or relating to any use of Customer Data that is not in line with the Terms and/or relevant law;

i. for any information or data provided by the Water station Partner that is misleading, inaccurate, or untrue;

j. Waterdrop Device damage or loss.

viii. The Water station Partner agrees that in order for Waterdrop to deliver services to the Customer, it must grant certain rights to Waterdrop. Waterdrop will not be responsible for any applicable taxes arising from the supply of water items by Water station Partners to Customers other than Water station Service, and the Water station Partner henceforth indemnifies Waterdrop against any applicable taxes it may become responsible for as a result of such transactions.

13. Customer Data

The Water station Partner acknowledges that the Customer Data will only be used to execute the applicable Customer Order and to meet the Water station Partner's duties under this Form and that the Customer Data will not be used to improve any record or collection of the Water station Partner or any third party. The Water station Partner guarantees, warrants, and promises that it will not, in whole or in part, resell, broker, or otherwise disclose Customer Data to any third party for any reason. The Water station Partner promises not to utilise Customer Data for unauthorized marketing messages, announcements, or feedback and is solely responsible for ensuring that any third parties with whom Customer Data is shared adhere to the restrictions set forth above. The Water station Partner promises not to copy or reproduce any Customer Data for any reason other than to complete the applicable Customer Order. In protecting, handling, and securing the Customer Data, the Water station Partner (and any other people to whom the Water station Partner provides Customer Data) will apply and adhere to reasonable security measures. If the Water station Partner (or anyone acting on its behalf) collects Customer Data, the Water station Partner (and any necessary third parties) must adopt, post, and process the Customer Data in accordance with an adequate and customary privacy policy. The restrictions on the use of Customer Data by the Water station

Partner set forth in this Form do not apply to data from any Customer who was a consumer of Water station Partner previous to the Water station Partner using the Platform or the Waterdrop Services, but only with respect to data that was previously provided to the Water station Partner by such Customer and, provided in all cases, that the Water station Partner handles and uses such Customer Data in compliance with applicable laws and the Water station Partner's posted privacy policy.

14. Term and Termination

The parties' agreement will begin on the Execution Date and will continue indefinitely unless cancelled later under this clause. Waterdrop may terminate the agreement at any time, with or without cause, by giving the other party seven (7) days' written notice.

Waterdrop reserves the right to immediately cancel the agreement or discontinue the Water station Partner's services if:

- a. the Water station Partner does not continue its operations in compliance with these Terms and/or the information provided to Waterdrop, such as the Water station Partner's intellectual rights, operating hours, delivery zones, delivery conditions, water items, or prices;
- b. the customer experience provided by the Water station Partner does not meet Waterdrop's requirements;
- c. the Water station Partner fails to deliver Order(s) that are not fraudulent or inadvertent for a period of 15 days;
- d. in the event of an insolvency event, such as bankruptcy, receivership, administratorship, liquidation, winding up, or dissolution;
- e. Waterdrop detects any illegal or suspicious activity on the account of the Water station Partner;
- f. the Water station Partner violates the Applicable Law or these Terms; and/or
- g. in the event that Waterdrop conducts an inquiry to ensure that the Water station Partner is in agreement with the Applicable Law and/or these Terms.

Parties may terminate their agreement with immediate effect by giving the other party written notice stating the default if the other party performs a material breach that is not corrected within 15 days after the violating party receives written notice describing the default.

Termination of the arrangement: (a) in accordance with its Terms, shall have no effect on the parties' accumulated rights or obligations at the date of termination; and (b) shall have no effect on (i) the validity of Services already issued to Customers; or (ii) the obligations of the Water station Partner to pay for Services acquired in accordance with this Agreement.

Waterdrop reserves the right, at its sole and absolute discretion, to suspend and/or terminate the Services without prior notice to the Water station Partner for any claimed or threatened or actual (a) suspicious activity; and/or (b) breach of any intellectual property right of Waterdrop or any third party by the Water station Partner; and/or (c) any false misrepresentation by the Water station Partner; and/or (d) fraudulent activity. In addition to the above-mentioned right to cancel and/or suspend the Services, the Water station Partner accepts and recognizes that Waterdrop has the option to withdraw, set off, and deduct any payments owed to the Water station Partner from Waterdrop. The Water station Partner henceforth agrees, acknowledges, and confirms that the amounts so set off, withdrawn, and applied in an above-mentioned manner shall be considered to form part of the Commission payable by the Water station Partner to Waterdrop under the Form and these Terms, without regard to the other provisions of the Form or these Terms, and solely for the purposes of this Clause.

15. Notice prerequisites

Conditions that prohibit you from completing your duties to Waterdrop or Customers should be informed to Waterdrop as soon as possible by contacting the account manager assigned to you or by sending an email to priority@waterdrop.com.

16. Disclaimers

Waterdrop and its associates, as well as their respective officers, directors, members, employees, and agents, deny all guarantees, express or implied, in connection with this Form, the Platform, and the Waterdrop services, and any use thereof, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by law. Waterdrop offers no guarantees or representations for the accuracy or completeness of the material and data on the Platform, or the content of the Waterdrop services, or the content of any other websites linked to the website, and disclaims

all liability and authority for any (a) errors, omissions, or misrepresentations in content and materials, (b) personal injury or property damage of any kind resulting from the Water station Partner's access to and use of the Platform and Waterdrop services, (c) any unauthorised access to or use of Waterdrop' servers and/or any and all personal and/or financial information stored hereunder, (d) any disruptions or cessation of transmission to the Water station Partner, and/or (e) any inaccuracies or errors in any content or materials, as well as any loss or damage of any kind caused as a result of the use of any information published, transmitted, or otherwise made accessible via the website or the Waterdrop Services.

17. Limitation of Liability

"Liability" means responsibility in or for breach of contract, carelessness, misconduct, tortious claim, compensation, or any other cause of action pertaining to or emerging under or in association with this Form, including liability expressly addressed for under this Form or emerging due to the invalidity or non-infringement of any term of this Form. Waterdrop does not exclude or restrict its liability for any liability that cannot be excluded or limited under applicable legislation. Waterdrop shall not be liable for any loss of actual or anticipated profits, loss of goodwill, loss of business, loss of revenue or use of funds, loss of agreements, loss of anticipated savings, loss of data and/or undergoing the restoration of data, fraudulent Orders, or any other special, indirect, or potential losses, whether foreseeable, known, foreseen, or otherwise, and such liability is excluded whether it is foreseeable, known, foreseen, or otherwise. To avoid ambiguity, this section applies whether the damage or loss is direct, indirect, consequential, or otherwise. Although Waterdrop will make every effort to avoid inadvertent operational mistakes, Waterdrop cannot provide any assurance in this regard. Regardless of anything else in this Form, Waterdrop's aggregate liability within this Form shall not exceed the amount of the Order from which the claim originated.

18. Miscellaneous

i. Governing Law and Dispute Resolution: This Form shall be governed by the laws of India in force at the time, and the courts of Kolkata shall have exclusive authority to hear matters arising under it. Parties must initially try to resolve their issues amicably after fifteen (15) days of being notified of the dispute. Otherwise, the disagreement will be resolved in court.

ii. Waiver: Failure of either party to claim any of its obligations under the Form, including the right to end the Form in the event of the other party's breach or default, shall not be considered a waiver of that party's right to impose each and every provision of the Form in compliance with the Terms.

iii. There are no third-party rights: A third party will not be able to enforce any of the terms of this Form.

iv. No assignment: The Water station Partner may not assign, transfer, charge, or otherwise constrain this Form or any right, benefit, or interest under it, nor may the Water station Partner transfer, available options, or subcontract any of responsibilities under it.

v. Independent contractors: The Form does not establish any organization, employment, partnership, joint venture, or other collaborative connection between independent contractors. Both Waterdrop and the Water station Partner are independent contractors with no power to bind the other.

vi. Acceptance of Waterdrop's Privacy Policy: By signing the Form, the Water station Partner recognises and consent to be governed by Waterdrop's privacy policy. If a Water station Partner becomes aware of or detects any unauthorised use or access to Waterdrop's user data or any other Confidential Information, it will promptly notify Waterdrop and will assist with Waterdrop in the examination of such violation and the prevention of any damage.

19. Modifications

Waterdrop reserves the right to update these Terms at any time, and any such changes shall (i) be posted on the Website and (ii) become effective immediately after the changes are reflected on the Platform. The Water station Partner agrees to be bound by any such changes or revisions and recognises and accepts the significance of reading these Terms as they are updated on the Platform on a regular basis.

Furthermore, if Waterdrop upgrades, modifies, or replaces the Services provided to the Water station Partner ("Service Alteration"), Waterdrop will notify the Water station Partner in advance and provide the Water station Partner with the opportunity to review and comment on the Service Alteration before continuing to use the Service or any alternative service provided by Waterdrop. The Platform will be updated to reflect the Service Alteration. If a Water station

Partner continues to utilise the Service or any substitute service offered by Waterdrop after receiving notice of the Service Modifications, this shall indicate the Water station Partner's acceptance of the Service Modifications.