

SELLER AGREEMENT

General Terms

This agreement contains the terms and conditions that govern your access to and use of the services through a particular account or accounts and is an agreement between you (the seller) or the business you represent ("**you**") and Friends with Dreams Private Limited by registering for or using the services, you (on behalf of yourself or the business you represent) agree to be bound by the terms of this agreement, including the service terms and program policies for each service you register for or use in connection with the Gharobaar website/application.

As used in this Agreement, "**we**," "**us**," and "**Gharobaar**" means "Friends with Dreams Private Limited company" named in the applicable Service Terms. Capitalized terms have the meanings listed in the definitions below. If there is any conflict between these General Terms and the applicable Service Terms and Program Policies, the General Terms will govern and the applicable Service Terms will prevail over the Program Policies.

WHEREAS, Gharobaar serves as a venue for the online distribution and publication of user submitted information between Sellers and Buyer/Customer , and, by using, visiting, registering for, and/or otherwise participating in this Website, including the Products presented, promoted, and displayed on the Website, and by clicking on "I have read and agree to the terms of use," you hereby certify that: (1) you are either a Seller or a prospective Service User, (2) you have the authority to enter into these Terms of Use, (3) you authorize the transfer of payment for Services requested through the use of the Website, and (4) you agree to be bound by all terms and conditions of these Terms of Use and any other documents incorporated by reference herein. If you do not so agree to the foregoing, you should not click to affirm your acceptance thereof, in which case you are prohibited from accessing or using the Website. If you do not agree to any of the provisions set forth in the Terms of Use, kindly discontinue viewing or participating in this Website immediately.

WHEREAS, Gharobaar and you (The Seller) have agreed to enter into this agreement upon the terms and conditions contained herein, whereby Gharobaar provides you with the platform to be used as a marketplace to sell the goods offered by you.

DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"Affiliate" means with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with, such entity, except with respect to Gharobaar, "Affiliate" means solely its Affiliates domiciled in India.

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

"Gharobaar Site" means www.Gharobaar.in.

"Customer / Service User" means the person, company, firm or other legal entity placing the Order on the website www.gharobaar.in, either on their own behalf as Client, or, as an agent for a Client.

"Client" means the person, company or body who is the intended recipient of the product available for sale over the Gharobaar Website.

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

"Confidential Information" means information relating to us, to the Services or Gharobaar customers that is not known to the general public including, but not limited to, any information identifying or unique to specific customers; reports, insights, and other information about the Services, data derived from the Services except for data (other than customer personal data) arising from the sale of your products comprising of products sold, prices, sales, volumes and time of the transaction; and technical or operational specifications relating to the Services. For the purposes of this Agreement, customer personal data always constitutes Confidential Information at all times.

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

"Excluded Products" means any products or items which are that are hazardous/restricted or not allowed to be traded under law.

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

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

"Local Currency" means Indian Rupees (INR).

"Order Information" means, with respect to any of Your Products sold through the Gharobaar Site, the order information and shipping information that we provide or make available to you.

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

"Program Policies" means, all policies and program terms provided on the 'Policies and Agreements' page.

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

"Sales Proceeds" means the gross sales proceeds paid by customers in the course of any of Your Transactions, including the Purchase Price, all shipping and handling, gift wrap and other charges, any taxes and customs duties.

"Website" means the online portal and tools made available by Gharobaar to you, for your use in managing your orders, inventory and presence on the Gharobaar Site.

"Service" means each of the following services that Gharobaar makes available on or in connection with the Gharobaar Site: the Selling on Gharobaar Service.

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

"Technology" means any: (a) ideas, procedures, processes, systems, methods of operation, concepts, principles and discoveries protected or protectable under the Laws of any jurisdiction; (b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials; and (c) software, hardware, code, technology or other functional item.

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

"Your Account" means the particular account in our systems, in which information about Your Transactions is recorded, and which is one of the online portals and tools which Gharobaar may make available to you, for your use in managing your orders, inventory and presence on the Gharobaar Site.

"Your Materials" means all Technology, Your Trademarks, Content, Required Product Information, data, materials, and other items provided or made available by you or your Affiliates to Gharobaar or its Affiliates.

"Your Product" means any product that is made available for listing for sale, offered for sale or sold by you through the Selling on Gharobaar Service.

"Your Sales Channels" means all sales channels and other means through which you or any of your Affiliates offer or sell products, other than physical stores.

"Your Taxes" means any and all value added, service, sales, use, excise, import, export, goods and services tax and other taxes and duties assessed, incurred or required to be collected or paid for any reason in connection with any advertisement, offer or sale of products by you on or through or in connection with the Services, or otherwise in connection with any action, inaction or omission of you or your Affiliates or your or their respective employees, agents, contractors or representatives.

"Your Trademarks" means Trademarks of yours that you provide to us: (a) in non-text form for branding purposes; and (b) separate from (and not embedded or otherwise incorporated in) any product specific information or materials.

"Your Transaction" means any sale of Your Product(s) through the Gharobaar Site.

1. Enrolment / Registration

To begin the enrolment process, you must complete the registration process for one or more of the Services. Use of the Services is limited to parties that can lawfully enter and form contracts under applicable Law. As part of the application, you must provide us with your (or your business') legal name, address, phone number, e-mail address, applicable tax registration details as well as any other

information we may request. Any personal data you provide to us will be handled in accordance with [Gharobaar's Privacy Notice](#).

2. Service Fee Payments

Fee details are described fully in the Annexures annexed to this agreement which are deemed to be part of this agreement. You are responsible for all of your expenses in connection with this Agreement, unless this Agreement or the applicable Service Terms provide otherwise. For the Gharobaar Site that you register for or use a Service in connection with, we may require you to submit valid bank account information for a bank account in your name that is with a bank located within India and enabled for Your Account (with respect to the Gharobaar Site, "**Your Bank Account**"). You will use only a name you are authorized to use in connection with the Services and will update such information as necessary to ensure that it at all times remains accurate and complete. You authorize us to verify your information (including any updated information). At Gharobaar's option, all payments to you will be made to Your Bank Account, via cheque or electronic transfers or other means as specified by us. You agree that Gharobaar shall not be liable for any failure to make payments to you on account of incomplete or inaccurate information provided by you with respect to Your Bank Account.

In addition, we may choose to either (a) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you, or (b) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt. Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency. If we discover erroneous or duplicate transactions, then we reserve the right to seek reimbursement from you by deducting from future payments owed to you, or seeking such reimbursement from you by any other lawful means; provided that the foregoing will not limit your rights to pursue any good faith dispute with Gharobaar concerning whether any amounts are payable or due.

If we reasonably conclude based on information available to us that your actions and/or performance in connection with the Agreement may result in a significant number of customer disputes, chargebacks or other claims in connection with the Gharobaar Site, then we may, in our sole discretion and subject to applicable Law, delay initiating any payments to be made or that are otherwise due to you under this Agreement for the shorter of: (a) a period of 90 calendar days following the initial date of suspension; or (b) completion of any investigation(s) regarding your actions and/or performance in connection with the Agreement. You agree that we are entitled to the interest, if any, paid on balances maintained as deposits in our bank accounts.

3. Agreement Term and Termination

The term of this Agreement will start on the date of your completed registration for use of one or more of the Services and continue until terminated by us or you as provided below. You may at any time terminate your use of any Service immediately on notice to us via our website, email, the Contact Us Form, or similar means, Unless there is order placed by the buyer/customer on your product listing on the Gharobaar site or the same has been accepted by you prior to notifying Gharobaar regarding the termination. Once, the already placed or accepted order is complied with you can terminate the use of any service on notice to us via our website, email, the contact us form, or similar means. We may suspend or terminate your use of any Services immediately if we determine that (a) you have materially breached the Agreement and failed to cure within 7 days of a cure notice unless your breach exposes us to liability towards a third party, in which case we are entitled to reduce, or waive, the aforementioned cure period at our reasonable discretion; (b) your account has been, or our controls identify that it may be used for deceptive or fraudulent or illegal activity; or (c) your use of the Services has harmed or our controls identify that it might harm other sellers, customers, or Gharobaar's legitimate interest (d) you have failed to comply with the Key Performance Indicators mentioned over Gharobaar website. We will promptly notify you of any such termination or suspension via email or similar means including our website, indicating the reason, except where we have reason to believe that providing this information will hinder the investigation or prevention of deceptive, fraudulent, or illegal activity, or will enable you to circumvent our safeguards. On termination of this Agreement, all related rights and obligations under this Agreement immediately terminate, except that (e) you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination.

4. Licence

You grant us a royalty-free, non-exclusive, worldwide right and licence for the duration of your original and derivative intellectual property rights during the Term and for as long thereafter as you are permitted to grant the said licence under applicable Law to use any and all of Your Materials for the Services or other Gharobaar product or service, and to sublicense the foregoing rights to our Affiliates and operators of Gharobaar Associated Properties; provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Materials (provided you are unable to do so using the standard functionality made available to you via the applicable Gharobaar Site or Services); provided further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a licence from you or your Affiliates under applicable Law (e.g., fair use under copyright law, referential use under trademark law, or valid licence from a third party). Gharobaar can post the success stories, seller

description and seller products description as they please without seeking any permission from the Sellers.

5. Representations and Warranties

Each Party represents and warrants that: (a) if it is a business, it is duly organized, validly existing and in good standing under the Laws of the territory in which your business is registered and are a resident of India for income tax purposes every financial year; (b) it has all requisite right, power and authority to enter into this Agreement and perform its obligations and grant the rights, licences and authorizations it grants hereunder; (c) it will comply with all applicable Laws (including but not limited to procuring and maintaining applicable tax registrations) in its performance of its obligations and exercise of its rights under this Agreement; and (d) each party is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to applicable government authority.

6. Indemnification

6.1 You release us from, and agree to indemnify, defend and hold harmless us (and our officers, directors, employees, agents and Affiliates) against, any third party claim, loss, damage, settlement, cost, taxes, expense or other liability (including, without limitation, attorneys' fees) (each, a "**Claim**") arising from or related to: (a) your actual or alleged breach of any representations you have made; (b) any sales channels owned or operated by you, Your Products including the offer, sale, fulfilment, refund, cancellation, adjustments, or return thereof), Your Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death (to the extent the injury or death is not caused by Gharobaar) or property damage related thereto; or (c) Your Taxes and duties or the collection, payment, or failure to collect or pay Your Taxes or duties, or the failure to meet tax registration obligations or duties; or (d) your non-compliance with applicable laws.

6.2 Gharobaar will defend, indemnify, and hold harmless you and your officers, directors, employees and agents against any third-party Claim arising from or related to: (a) Gharobaar's non-compliance with applicable laws; or (b) allegations that the operation of an Gharobaar Site infringes or misappropriates that third party's intellectual property rights.

6.3 Process. If any indemnified Claim might adversely affect us, we may, to the extent permitted by applicable law, voluntarily intervene in the proceedings. No party may consent to the entry of any judgment or enter into any settlement of an indemnified Claim without the prior written consent of the other party, which may not be unreasonably withheld; except that a party may settle any claim that is exclusively directed at and exclusively affects that party.

7. Limitation of Liability

We will not be liable (whether in contract, warranty, tort, delict (including negligence, product liability, any type of civil responsibility or other theory) or otherwise) to you or any other person for cost of cover, recovery or recoupment of any investment made by you or your affiliates in connection with this agreement, or for any loss of profit, revenue, business, or data or punitive or consequential damages arising out of or relating to this agreement, even if Gharobaar has been advised of the possibility of such costs or damages. Further, except in case of gross negligence or wilful misconduct, our aggregate liability arising out of or in connection with this agreement or the transactions contemplated hereby will not exceed at any time the total amounts during the prior 3 months period paid by you to Gharobaar in connection with the particular service and the Gharobaar site giving rise to the claim.

8. Tax Matters

Your use of Services is subject to Gharobaar's Tax Policies. You will comply with any applicable tax laws and fulfill all obligations to the tax authorities in a timely and complete manner.

As between the parties, you will be responsible for the collection and payment of any and all of Your Taxes together with the filing of all relevant returns, such as service tax, VAT / CST, goods and services tax, cesses or other transaction taxes, and issuing valid invoices/ credit notes/ debit notes where required. Gharobaar is not responsible for collecting, remitting or reporting any service tax, VAT / CST, goods and services tax or other taxes arising from such sale. You are solely responsible for preparing, making and filing any tax audit report and statutory reports and other filings and responding to any tax or financial audits.

Unless stated otherwise, any and all fees payable by you pursuant to this Agreement are exclusive of all value added, service, sales, use, goods and services tax and other similar taxes, and you will pay any taxes that are imposed and payable on such amounts. If we are required by law or by administration thereof to collect any value added, service, sales, use, goods and services tax or similar taxes from you, you will pay such taxes to us. You will provide all necessary information including goods and services tax registered address, registration numbers, invoice mismatch details in a timely manner, to enable us to provide, report or correct goods and services tax invoices. Based on information provided, Gharobaar will deduce the location of recipient, the billing details, place of supply and applicable taxes.

If for any reason, any income tax or withholding tax or tax collection at source or such other taxes under applicable Law are determined to be deducted and deposited on any payments or remittances to you, Gharobaar will have the right to deduct and deposit any such applicable taxes with the appropriate

regulatory authority. No claim in respect of the taxes deposited would be made by you against Gharobaar.

It is your responsibility as a seller on the Gharobaar Site to choose the most applicable product tax codes for your listing, such that the correct tax rate is applied on all listings offered for sale by you. If we determine that you are not in compliance with this section, then we may suspend the services provided to you on the Gharobaar Site.

In case of any discrepancy in the returns filed by you and Gharobaar, you agree that you will resolve such discrepancy immediately and indemnify Gharobaar against any tax, interest and penalty payable in this regard.

9. Confidentiality and Personal Data

During the course of your use of the Services, you may receive Confidential Information. You agree that for the term of the Agreement and following 8 years after termination: (a) all Confidential Information will remain Gharobaar's exclusive property except for customer personal data owned by the respective customer; (b) you will use Confidential Information only as is reasonably necessary for your participation in the Services and ensure that persons who have access to Confidential Information will be made aware of and will comply with the obligations in this provision; and (c) you will not, and will cause your affiliates not to, directly or indirectly (including through a third party) otherwise disclose Confidential Information to any individual, company, or other third party, including any Affiliates, except as required to comply with law; (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement; and (e) you will retain Confidential Information only for so long as its use is necessary for participation in the Services or to fulfill your statutory obligations (e.g. tax) and in all cases will delete such information upon termination or as soon as no longer required for the fulfilment of statutory obligations. The foregoing sentence does not restrict your right to share Confidential Information with a governmental entity that has jurisdiction over you, provided that you limit the disclosure to the minimum necessary and explicitly indicate the confidential nature of the shared information to the governmental entity. You may not issue any press release or make any public statement related to the Services, or use our name, trademarks or logo in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way. You may only use the Gharobaar Mark as defined in and according to the Trademark Usage Guidelines available in Website; you may not use our name, trademarks, or logos in any way (including in promotional material) not covered by the Trademark Usage Guidelines without our advance written permission.

You may not use any customer personal data (including contact information) for any purpose other than fulfilling orders or providing customer service in connection with a Service. Generally, you may not use such data in any way inconsistent with applicable law. You must keep customer personal data confidential at all time (the above 8 years' term limit does not apply to customer personal data).

10. Gharobaar's Disclaimers and Right To Remove

1. Gharobaar does not endorse any Submitted Content or any opinion, recommendation, or advice expressed therein, and Gharobaar expressly disclaims any and all liability in connection with all Submitted Content. Gharobaar does not permit copyright infringing activities and infringement of intellectual property rights on the Website, and Gharobaar will remove any Data (as defined below) or Submitted Content if properly notified, pursuant to the "take down" notification procedure, that such Listing or Submitted Content infringes on another's intellectual property rights. Gharobaar reserves the right to remove any Data or Submitted Content without prior notice. Gharobaar will also terminate a user's access to the Website, if he or she is determined to be a repeat infringer. A repeat infringer is a Website user who has been notified of infringing activity more than twice and/ or has had Submitted Content removed from the Website more than twice. Gharobaar also reserves the right, in its sole and absolute discretion, to decide whether any Data or Submitted Content is appropriate and complies with these Terms of Use for all violations, in addition to copyright infringement and violations of intellectual property law, including, but not limited to, pornography, obscene or defamatory material, or excessive length. Gharobaar may remove such Submitted Content and/or terminate a user's access for uploading such material in violation of these Terms of Use at any time, without prior notice and in its sole discretion.

2. You acknowledge and understand that when using the Website, you will be exposed to Submitted Content from a variety of sources, and that Gharobaar is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Submitted Content. You further acknowledge and understand that you may be exposed to Submitted Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Gharobaar with respect thereto, and agree to indemnify and hold Gharobaar, its owners, members, managers, operators, directors, officers, agents, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website.

3. You are solely responsible for the photos, profiles and other content, including, without limitation, Submitted Content that you publish or display on or through the Website, or transmit to other Website users. You understand and agree that Gharobaar may, in its sole discretion and without incurring any liability, review and delete or remove any Submitted Content that violates this Agreement or which

might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Website users or others

11. Force Majeure

We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

12. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, association of persons, agency, franchise, sales representative, or employment relationship between the parties. Gharobaar is not an auctioneer, neither is it an intermediary between the customer and the seller. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section. This Agreement will not create an exclusive relationship between you and us.

13. Suggestions and Other Information

If you or any of your Affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to the Gharobaar Site or Services (including any related Technology), you will, to the extent necessary and authorized by law, irrevocably grant to us, a royalty-free and worldwide license on all right, title, and interest in and to the suggestions for the duration of protection of the underlying rights. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history and posted content.

14. Modification

We will provide at least 15 days' advance notice for changes to the Agreement.

However, we may change or modify the Agreement at any time with immediate effect (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to change existing features or add additional features to the Services (where this does not materially adversely affect your use of the

Services); or (c) to restrict products or activities that we deem unsafe, inappropriate, or offensive. We will notify you about any change or modification.

Your continued use of the Services after the effective date of any change to this Agreement in accordance with this Section 15 will constitute your acceptance of that change. If any change is unacceptable to you, you agree not to use the Services and to end the Agreement as described in Section 3.

15. Password Security

Any password we provide to you may be used only during the Term to access Your Account or Website, respectively, (or other tools we provide) to use the Service, electronically accept Your Transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use Your Account in accordance with this Agreement) and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.

16. Dispute Resolution and Governing Law

This Agreement will be governed by the laws of India, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. The laws of India govern this Agreement and your use of the Services. Any dispute or claim of any nature relating in any way to your use of any Services covered under this Agreement will be adjudicated through arbitration, by a sole arbitrator to be appointed by Gharobaar. The arbitral proceedings shall be conducted in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996 or such statutory amendments thereof ("Arbitration Act"). The arbitration proceedings will be conducted in English and the venue of the arbitral proceedings shall be Delhi, India. Each party agrees that courts in Delhi will have the sole and exclusive jurisdiction over all arbitral applications. The fast track procedures under the Arbitration Act will apply to all proceedings as stipulated.

You may not transfer or assign all or any portion of this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt to assign or otherwise transfer in violation of this section is void provided, however, that upon notice to Gharobaar, you may assign or transfer this Agreement, in whole or in part, to any of your Affiliates as long as you remain liable for your obligations that arose prior to the effective date of the assignment or transfer under this Agreement. You agree that we may assign or transfer our rights and obligations under this Agreement: (a) in connection with a merger, consolidation, acquisition or sale of all or substantially all of our assets or similar transaction;

or (b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Gharobaar as the party to this Agreement. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to enforce such provision or any other provision of this Agreement subsequently.

Gharobaar retains the right to immediately halt any transaction, prevent or restrict access to the Services or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited.

The authentic language of this Agreement and subsidiary or associated documentation shall be English and any translations provided are for convenience only. In the event of any conflict or difference in interpretation between the English language version of this Agreement and subsidiary or associated documentation and any translation of them, the English language version and interpretation shall prevail.

You agree that we may, in our sole discretion, disclose or make available any information provided or submitted by you or related to your participation under this Agreement (including information regarding Your Products or Your Transactions) to any judicial, quasi-judicial, governmental, regulatory or any other authority as may be required by us to co-operate and / or comply with any of their orders, instructions or directions or to fulfil any requirements under applicable Laws.

Gharobaar will provide notice to you under this Agreement by posting changes on their Website or on the applicable Gharobaar Services site to which the changes relate, by sending you an email notification, or by similar means. You must send all notices and other communications relating to Gharobaar to our Selling Partner Support team via Website, email, the Contact Us form, or similar means. We may also communicate with you in connection with your listings, sales, and the Services electronically and in other media, and you consent to such communications. For contractual purposes, you consent to receive such communications through any mode including SMS, e-mail, phone calls etc. If at any time, now or in the future, you decide to change your preferences, the same should be updated via our Website by following the necessary steps.

You may change your e-mail addresses or phone numbers via Your Account. Please update these details (including your legal name and address) as often as necessary to ensure that they are accurate.

Please continue to use Website as the primary means of managing your orders and seller account. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. This Agreement represents the entire agreement between the parties with respect to the Services and related subject matter described herein and supersedes any previous or contemporaneous oral or written agreements and understandings.

Gharobaar Barter System

Gharobaar is planning to introduce the alternative method of trading, where goods and services are exchanged directly for one another without actually using the money as an intermediary for all the sellers enrolled with Ghrobaar, more details will follow on the Gharobaar Website.

Selling on Gharobaar Service Terms

The Selling on Gharobaar Service ("**Selling on Gharobaar**") is a Service that allows you to list products for sale directly via the Gharobaar Site. Selling on Gharobaar is operated by Friends with Dreams Private Limited. These Selling on Gharobaar Service Terms are part of the Gharobaar Seller Agreement ("**Seller Agreement**"), but, unless specifically provided otherwise, concern and apply only to your participation in Selling on Gharobaar. By registering for or using selling on gharobaar, you (on behalf of yourself or the business you represent) agree to be bound by this seller agreement and these selling on gharobaar service terms. Unless defined in these Selling on Gharobaar Service Terms (including the Selling on Gharobaar Definitions), all capitalized terms have the meanings given them in the seller Agreement.

Selling on Gharobaar Definitions

"**Gharobaar Refund Policies**" means the return and refund policies published on the Gharobaar Site.

"**Estimated Ship Date**" means, with respect to any of Your Products, either: (a) the end of the shipping availability period (which begins as of the date on which the relevant order is placed by the customer), or the shipping availability date, as applicable, specified by you in the relevant inventory/product data feed for Your Product on the Gharobaar Site; or (b) if you do not specify shipping availability information in such inventory/product data feed or Your Product is in a product category that Gharobaar designates as requiring shipment within two (2) days (excluding Sundays and public holidays), (2) days (excluding Sundays and public holidays) after the date on which the relevant order is placed by the customer.

"Required Product Information" means, with respect to each of Your Products in connection with the Gharobaar Site, the following (except to the extent expressly not required under the applicable Program Policies): (a) description; (b) SKU and UPC numbers and other identifying information as Gharobaar may reasonably request; (c) information regarding in-stock status and availability, shipping limitations or requirements, and Shipment Information (in each case, in accordance with any categorizations prescribed by Gharobaar from time to time); (d) categorization within each Gharobaar product category and browse structure as prescribed by Gharobaar from time to time; (e) digitized image that accurately depicts only Your Product and does not include any additional logos, text or other markings (and that complies with any Gharobaar published image guidelines); (f) Purchase Price; (g) shipping and handling charge (in accordance with our standard functionality therefor); (h) any text, disclaimers, warnings, notices, labels or other content required by applicable Law to be displayed in connection with the offer, merchandising, advertising or sale of Your Product; (i) any vendor requirements, restocking fees or other terms and conditions applicable to such product that a customer should be aware of prior to purchasing the product; (j) brand; (k) model; (l) product dimensions; (m) weight; (n) a delimited list of technical specifications; (o) SKU and UPC numbers (and other identifying information as we may reasonably request) for accessories related to Your Product that is available in our catalogue; and (p) any other information reasonably requested by us (e.g., the condition of used or refurbished products, Harmonized System of Nomenclature / Service Accounting Code) (q) correct applicable GST Rates.

"Selling on Gharobaar Launch Date" means the date on which we first list one of Your Products for sale on the Gharobaar Site.

"Shipment Information" means, with respect to any of Your Products, the estimated or promised shipment and/or delivery date.

"Street Date" means the date(s), if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which specified information regarding such product (e.g., title of a book) should not be disclosed publicly, or such product should not be delivered or otherwise made available to customers.

"URL Marks" means any Trademark, or any other logo, name, phrase, identifier or character string, that contains or incorporates any top level domain (e.g., .com, co.in, co.uk, .in, .de, .es, .edu, .fr, .jp) or any variation thereof (e.g., dot com, dotcom, net, or com).

"Your Transaction" is defined in the seller Agreement; however, as used in these Service Terms, it shall mean any and all such transactions through Selling on Gharobaar only.

S-1. Your Product Listings and Orders

S-1.1 Products and Product Information. You will, in accordance with applicable Program Policies, provide accurate and complete Required Product Information for each Product that you make available to be listed for sale through the Gharobaar Site and promptly update such information as necessary to ensure it at all times remains accurate and complete. You will also ensure that Your Materials, Your Products (including packaging) and your offer and subsequent sale of any of the same on the Gharobaar Site comply with all applicable Laws (including all marking and labelling requirements) and do not contain any sexually explicit, defamatory or obscene materials or any unlawful materials. Gharobaar Further reserves the right to take down any listing which is deemed unfit at their sole discretion. You may not provide any information for, or otherwise seek to list for sale on the Gharobaar Site, provide any URL Marks for use, or request that any URL Marks be used, on the Gharobaar Site. For each item you list on the Gharobaar Site, you will provide to us the state or country from which the item ships.

S-1.2 Product Listing; Merchandising; Order Processing. We will list Your Products for sale on the Gharobaar Site in the applicable Product categories which are supported for third party sellers generally on the Gharobaar Site on the applicable Selling on Gharobaar Launch Date, and conduct merchandising and promote Your Products in accordance with the seller Agreement (including via the Gharobaar Associated Properties or any other functions, features, advertising, or programs on or in connection with the Gharobaar Site). Gharobaar reserves its right to restrict at any time in its sole discretion the access to list in any or all categories on the Gharobaar Site. We may use mechanisms that rate, or allow shoppers to rate, Your Products and/or your performance as a seller on the Gharobaar Site and Gharobaar may make these ratings and feedback publicly available. We will provide Order Information to you for each of Your Transactions. Sales Proceeds will be paid to you only in accordance with Section S-5.

S-1.3 Shipping and Handling Charges. (a) For your Products, you can choose from the Gharobaar delivery for shipping for your products, wherein standard Gharobaar shipping and handling charges will apply, for opting for Gharobaar delivery, you must always disclose the accurate actual weight and volumetric weight of your delivery product post completing the packaging. The shipping fee is and will be calculated on an actual weight or volumetric weight, whichever is higher. This is to account for items which are lightweight but occupy a lot of shipping space.

Please refer to the applicable shipping rates that may apply regarding shipping and handling over the Gharobaar Website.

(b) For Your Products, you may choose your own delivery partners, wherein you will determine shipping and handling charges and post the same with your listed products. Any such amounts, paid by the customer towards shipping and handling charges, shall be your proceeds, subject to deduction of applicable charges as may be determined by us and you are solely responsible for reporting and remitting any applicable taxes on the shipping and handling charges.

S-2. Sale and Fulfilment, Refunds and Returns

S-2.1 Sale and Fulfilment. Other than as provided in any applicable Service Terms or Program Policies, for the Gharobaar Site for which you decide to register or use the Selling on Gharobaar Service, you will: (a) source, sell, fulfil, ship and deliver your Products, in each case in accordance with the terms of the applicable Order Information, these Service Terms and the Agreement, and all terms provided by you and displayed on the Gharobaar Site at the time of the order and be solely responsible for and bear all risk for such activities; (b) package each of Your Products in a commercially reasonable manner and ship each of Your Products on or before its Estimated Ship Date; (c) retrieve Order Information at least once each Business Day; (d) not cancel any of Your Transactions except as may be permitted pursuant to your terms and conditions appearing on the Gharobaar Site at the time of the applicable order (which terms and conditions will be in accordance with this Agreement) or as may be required under this Agreement; (e) ship Your Products throughout India (except to the extent prohibited by applicable Law or this Agreement); (f) provide to Gharobaar information regarding shipment and order status and tracking (to the extent available), in each case as requested by us using the processes designated by us, and we may make any of this information publicly available; (g) comply with all Street Date instructions; (h) notwithstanding any other provision of these Service Terms, ensure that you are the seller of all products made available for listing for sale hereunder; (i) include an order-specific packing slip within each shipment of Your Products; (j) identify yourself as the seller of the product on all packing slips or other information included with Your Products and as the Person to which a customer may return the applicable product; and (k) not send customers emails confirming orders or shipments of Your Products (except that to the extent we have not yet enabled functionality for Your Account that allows payment to be processed on the basis of when shipment occurs, then you will send customers emails confirming shipment of Your Products in a format and manner reasonably acceptable to us).

S-2.2 Returns and Refunds. For all of Your Products, you will accept and process returns, refunds and adjustments in accordance with these Service Terms and the Gharobaar Refund Policies published at the time of the applicable order through the Gharobaar site using Gharobaar payment gateway, and we may inform customers that these policies apply to Your Products. You will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling or other charges) or other amounts to be paid by you to customers in connection with Your Transactions, using a

functionality we enable for Your Account. This functionality may be modified or discontinued by us at any time without notice and is subject to the Program Policies and the terms of this seller Agreement. You will route all such payments through Gharobaar and Gharobaar will deduct the requisite amount to be paid to the customer from the balance in your seller account with Gharobaar. We will provide any such payments to the customer (which may be in the same payment form originally used to purchase Your Product), and you will reimburse us for all amounts so paid, if you does not have the requisite balance in your Gharobaar seller account. You will promptly provide refunds and adjustments that you are obligated to provide under the applicable Gharobaar Refund Policies and as required by Law, and in no case later than thirty (30) calendar days following after the obligation arises. For the purposes of making payments to the customer (which may be in the same payment form originally used to purchase Your Product), you authorize us to make such payments or disbursements from your available balance in the Nodal Account (as defined in Section S-5). In the event your balance in the Nodal Account is insufficient to process the refund request, we will process such amounts due to the customer on your behalf, and you will reimburse us for all amounts so paid.

S-3. Problems with Your Products/ Services

S-3.1 Delivery Errors and Nonconformities; Recalls. (a) You are responsible for: any non-delivery, misdelivery, theft or other mistake or act in connection with the fulfilment and delivery of Your Products, if you choose to work with the delivery partners appointed by you, except to the extent caused by: (i) our failure to make available to you Order Information as it was received by us. You are also responsible for any non-conformity or defect in, or any public or private recall of, any of Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls of Your Products. (b) Gharobaar will be responsible for any non-delivery, misdelivery, theft or other mistake or act in connection with the fulfilment and delivery of Your Products, if you choose Gharobaar delivery for shipping your products, except there is a issue with the quality or you delivered a faulty or defective product to the buyer/customer using Gharobaar Delivery.

S-3.2 Replacement Guarantee: (a) if we inform you that we have received any complaint of any defects in the product(s) at the time of delivery of the product(s) and/or within the applicable return policy period and you will be responsible to replace in return of the defective product(s) the same product(s) (b) you will be responsible to provide Replacement for such product which can be for the entire product(s) or part(s) of the product subject to availability of the same with the you in accordance with the Gharobaar's Replacement Guarantee over the website.

S-4. Compensation

You will pay us: (a) the applicable Referral Fee; (b) any applicable payment gateway fee; (c) Cancellation fee, **"Cancellation Fee"** means the fee specified as such on the Gharobaar Fee Schedule for the Gharobaar Site at the time such fee is payable. With respect to each of Your Transactions: (a) **"Sales**

Proceeds" has the meaning set out in the seller Agreement; **"Referral Fee"** means the applicable percentage of the Sales Proceeds from Your Transaction through the Gharobaar Site specified on the Gharobaar Fee Schedule for the Gharobaar Site at the time of Your Transaction, based on the categorization by Gharobaar of the type of product that is the subject of Your Transaction. Except as provided otherwise, all monetary amounts contemplated in these Service Terms will be expressed and provided in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency.

All taxes or surcharges imposed on fees payable by you to Gharobaar will be your responsibility.

S-5 Sales Proceeds & Refunds.

S-5.1.Nodal Account. Remittances to you for Your Transactions (excluding COD transactions) will be made through a nodal account (the **"Nodal Account"**) in accordance with the directions issued by Reserve Bank of India for the opening and operation of accounts and settlement of payments for electronic payment transactions involving intermediaries vide its notification RBI/2009-10/231 DPSS.CO.PD.No.1102 / 02.14.08/ 2009-10 dated November 24, 2009. Remittance to you for COD transactions shall be made through the online bank or any other mutually agreed and other means used to transfer to Your Bank Account. You hereby agree and authorize us to collect payments on your behalf from customers for any sales made through the COD mechanism. You authorize and permit us to collect and disclose any information (which may include personal or sensitive information such as Your Bank Account information) made available to us in connection with this Agreement to a bank, auditor, processing agency, or third party contracted by us in connection with this Agreement.

Subject to and without limiting any of the rights described in Section 2 of the General Terms, we may hold back a portion of your Sale Proceeds as a separate reserve (**"Reserve"**). The Reserve will be in an amount as determined by us and the Reserve will be used only for the purpose of settling the future claims of customers in the event of non-fulfilment of delivery to the customers of your Products keeping in mind the period for refunds and chargebacks.

"Eligible Transaction" means Your Transaction against which the actual shipment date has been confirmed by you.

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

"Payment Date" means the Designated Day falling immediately after 14 calendar days (or less in our sole discretion) of the Eligible Transaction.

"Settlement Amount" means Sales Proceeds (which you will accept as payment in full for the sale and shipping and handling of Your Products), less: (a) the Referral Fees due for such sums; (b) any Selling on Gharobaar Subscription Fees due; (c) taxes required to be charged by us on our fees; (d) any refunds due to customers in connection with the Gharobaar Site; (e) Reserves, as may be applicable, as per this Agreement; (f) Closing Fees, if applicable; (g) any other applicable fee prescribed under the Program Policies (including fee payable under the FBA Fee Schedule for Gharobaar Site), if applicable; and (h) tax collected at source under applicable Law.

S-5.2 In the event that we elect not to recover from you a customer's chargeback, failed payment, or other payment reversal (a **"Payment Failure"**), you irrevocably assign to us all your rights, title and interest in and associated with that Payment Failure.

S-6. Gharobaar's Marketplace, Websites and Services

Gharobaar has the right to determine, the design, content, functionality, availability and appropriateness of its marketplace, websites, selection and any product or listing on the Gharobaar Site or the Gharobaar Associated Properties, and all aspects of each Service, including your use of the same. Gharobaar may assign any of these rights or delegate any of its responsibilities.

S-7. Tax Matters

In addition to the General Terms, you agree that the price stated by you for Your Products/ Services is inclusive of all taxes including VAT/CST, customs duty, excise duty or other tax or levy that may be required to be remitted in connection with such sale, unless otherwise provided in any Program Policy or otherwise agreed by Gharobaar in advance in writing.

All payments by Gharobaar to you shall be made subject to applicable withholding taxes under applicable Governing Laws. Gharobaar will retain, in addition to its net fees together with any applicable taxes that Gharobaar determines, as it is obligated to charge or collect on the fees, an amount equal to applicable withholding taxes.

If you are required deposit withholding tax in the form and manner as prescribed under applicable Governing laws, you will issue an appropriate tax withholding certificate for such amount to Gharobaar.

You may submit a reimbursement claim with a valid tax withholding certificate in Form 16A within one month from the due date of issuance of Form 16A as per statutory timelines. Gharobaar shall reimburse the claim post verification and reconciliation with service fee as per books of

accounts. Gharobaar will have right to reject the claim if the claimed amount does not match with service fees invoices. Gharobaar shall maintain the right to recover any excessive claims paid to you.

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

