

Aurika Tech Buyer App Static Terms for TLC

<u>Version</u>	<u>Date</u>	<u>Change</u>
0.1	12 Mar 2025	Initial Static Terms

Business Partnership Agreement

This Business Partnership Agreement (Agreement) is entered into between:

Aurika Tech Private Limited (ATPL), a company incorporated under the Companies Act, 2013 having its registered office at 14/82, Porwal Plaza, 2nd Floor, Mandapala Street, Nellore 524001 (referred to as Buyer App), and Seller Network Participant that is part of the ONDC Network (Seller App).

Seller App agrees to avail Buyer App's services for the purpose of facilitating orders placed by the Buyer on the Buyer App, and to partner with the Buyer App for enabling these transactions. Buyer App and Seller App are hereinafter collectively referred to as the Parties and individually as the Party.

WHEREAS

- A. Aurika Tech Private Limited (ATPL) has onboarded on the ONDC Network as a Buyer Side Application and is willing to provide the following services to the Seller App:
 - i. Identify potential buyers on the basis of the criteria provided by Seller App.
 - ii. Facilitate Buyers to purchase Seller's goods or services.
 - B. Seller App has onboarded on the ONDC Network as a Seller Side Application and enables Sellers to list any products on the ONDC Network through the Seller App's platform.
 - C. The terms and conditions provided hereinafter including the terms and conditions exchanged between the Parties through the ONDC Protocol (Confirmation) will govern the relationship between the Parties.
1. **Definitions:** All terms used herein, unless the context otherwise requires or unless specifically defined herein, shall have the meanings ascribed to them in the ONDC Network Policy or ONDC Network Participant Agreement, as the case may be.
- 1.1. **Business Day:** Business Day shall mean a day other than Saturday, Sunday or public holidays as declared by the Government of India or State Government or any other Competent Authority.
 - 1.2. **Confirmation:** as defined in the preamble of the Agreement.
 - 1.3. **Delivery - Delivery** means (a) collection of the Shipments by the Party procuring logistics from the location(s) agreed between the Parties; and (b) the delivery of such Shipments to the Buyer at the location designated by the Buyer.
 - 1.4. **Order:** Order shall mean all purchases made by the Buyer on the ONDC Network through the Buyer App, Seller App and Seller, Gateway and Logistics Service Provider, as applicable.

- 1.5. Product(s): shall mean the Product(s) and/or Service(s) made available by the Seller App, or any related deal/gift card/gift voucher/electronic code.
- 1.6. Settlement Window: shall mean the specified number of Business Days from the date of collection, shipment or delivery or end of the Return Window, as provided in the Confirmation, within which the Network Participants will settle the amounts owed to each other.
- 1.7. Shipments: Products consolidated and packaged together and handed over to the Party procuring logistics or a Logistics Service Provider engaged by such Party.
- 1.8. Collector: The entity responsible for collecting payment from the Buyer, as agreed in the Confirmation.
- 1.9. ETA: Estimated time of Arrival as communicated by the seller App to Buyer App in configurable terms of TLC.
- 1.10. Hyperlocal : Delivery within city/town limits.
- 1.11. Intercity: Delivery beyond city/town limits.
- 1.12. OFD: Order for Food Delivery Products (E.g. Food & Beverage Items which are prepared on order).
- 1.13. Non-OFD: Order other than OFD or Made to Order (E.g. Fashion, Electronics, Beauty Products etc - Products which are manufactured / Produced without awaiting order from the buyer.
- 1.14. Made to Order: Order that is not OFD but for a product that is nevertheless Prepared / Procured after order by the buyer (made to order sarees, customised prints, fresh meats packed per order) etc.
- 1.15. Quality Issues: Including but not limited to quantity mismatch or products that are expired, damaged, defective, spoiled, or Packaging Issues or Wrong Items , missing items etc.
- 1.16. RTO: Return of Goods to Original Pickup Address (If Post shipment, an order is not delivered to the customer due to any reason, then it is marked as RTO and usually returned to the seller's address).
- 1.17. Issue Closure: Issue Closure is the Status that is triggered by Buyer for closure of ticket after resolution of his issue / grievance / dispute.
- 1.18. Issue Resolved: Issue Resolved status indicates that final resolution remark for the issue / grievance has been provided by the Seller App along with Status of Issue Resolved from there end. This issue may be reopened or escalated as a grievance if the buyer is not satisfied with the resolution provided.
- 1.19. Buyer Cancellation: Buyer Cancellation or Buyer Cancellation Requests include refusal by buyer to accept delivery

2. Policy Terms on Treatment of Seller App:

- 2.1. ATPL's Buyer App believes in fair, transparent, and equal treatment for all Seller Apps on the ONDC network.
 - 2.1.1. Open to all ONDC-compliant Seller Apps: We will send search requests to all Seller Apps that adhere to ONDC guidelines and are whitelisted on our buyer app end. There are no restrictions for any Seller App to be whitelisted on our end.
 - 2.1.2. Domain Specificity: The search domain must be ONDC:RET12 (fashion), which aligns with the product categories we want to offer our buyers.
 - 2.2. Beyond these criteria, our Buyer App doesn't engage in any other form of differential treatment towards any seller apps.
3. All terms used herein, unless the context otherwise requires or unless specifically defined herein, shall have the meanings ascribed to them in the ONDC Network Policy or ONDC Network Participant Agreement, as the case may be.
4. **Buyer Finder Fee:**
- 4.1. Buyer App will charge Seller App a Fee as agreed between the Parties in its Confirmation ("Fees").
 - 4.2. Buyer App will provide a unique reference number against the Order (Order ID) placed by the Buyer and the same will be used as the reference to raise the invoice for payment of Fees.
 - 4.3. Tax Obligations on Fees:
 - 4.3.1. The Fees quoted is exclusive of goods and service tax which shall be additional.
 - 4.3.2. If Buyer App is collecting payment from Buyer, TDS as applicable shall be remitted to Seller App on Fees, once in a quarter post submission of Quarterly TDS statement by them.
 - 4.4. Tax obligations on the value of the Product:
 - 4.4.1. Both Parties agree and acknowledge that the Buyer App retains the right to deduct tax at source "TDS" as per the provisions of Income Tax Act, 1961 or any other applicable taxes (as per the prevailing rates under the law) before settling the amount due to the Seller App.
 - 4.4.2. Both Parties agree and acknowledge that the responsibility of deducting TCS under the Goods and Services Tax shall be as per the applicable law.
5. **General Obligations:**
- 5.1. All payments under this Agreement will be subject to deduction or withholding as required by any applicable law and as permitted under the Confirmations.

- 5.2. Collection of Payment from Buyer: As mutually agreed by the Parties in their Confirmation. Further terms regarding payment collection including how the payment will be collected, withholding amount, settlement amount, settlement window, settlement type will be as per the Confirmations of the Party.
- 5.3. Each Party shall use its own infrastructure, manpower, personnel and other facilities and bear its own expenses for the performance of the terms hereof.
- 5.4. The Buyer App shall not make any warranties or guarantees concerning the Seller, Seller App or the Seller's goods/services, other than those provided by the Seller or the Seller App in writing to the Buyer App pursuant to this Agreement.
- 5.5. Except for costs incurred under Clause 4.1, it is agreed that each Party shall bear the costs of their respective legal costs in connection with the execution of this Agreement.

6. **Representations and warranties:** Each Party represents and warrants to the other Party that:
 - 6.1. they have read, understood and agree to comply with the terms specified in this document along with the terms mutually agreed upon through the ONDC Protocol, and the same shall form a legal, valid and binding contract ("Agreement") between the Parties with respect to this transaction;
 - 6.2. this Agreement shall be construed in accordance with the provisions of the ONDC Network Participant Agreement and ONDC Network Policy or any other policies as prescribed by ONDC and the Applicable Law;
 - 6.3. it is duly organised and validly existing under the laws of India and has the full requisite right, power, and authority (corporate or otherwise) to enter into this Agreement and to deliver or perform the acts required of it under this Agreement;
 - 6.4. it has and shall maintain all necessary statutory and regulatory permissions, approvals, licences, consents or permits, from any third parties including any regulatory or government body as required by applicable law or regulations, that is necessary for the running and operation of its establishment for the conduct of its operations;
 - 6.5. it has and shall maintain all the title and ownership, licence, or right to use, as applicable, in all the IPR associated with it and there is no need for any payment or permission, or authorization required from any other party or entity to use, distribute, or otherwise exploit in all manners permitted by this Agreement and/or the ONDC Network Policy;
 - 6.6. all information submitted by the Parties is truthful, lawful and accurate, as on the date of this Agreement;

- 6.7. it has complied with or will ensure compliance with all conditions provided under the Applicable Laws in order to enable it to lawfully enter into and exercise its rights and perform its obligations under this Agreement;
- 6.8. the fulfilment or compliance with the terms and provisions hereof, will not conflict with, or result in a breach of the provisions of any agreement, instrument, order, judgement, decree, statute, law, rule, or regulation to which they are subject to or the IPRs of any third party, or require any consent, approval or other action by any court, tribunal, administrative or Competent Authority, or result in a violation of any law, regulation, administrative order or judicial order applicable to it or its business or assets;
- 6.9. it shall not make any statement to defame or disparage the other Party or adversely affect the other Party's reputation, except when such statement is truthful and is reasonably necessary for the Party to enforce or defend its rights under this Agreement, or is required by a court of law, mediator, arbitrator or regulatory or legislative body with jurisdiction to order the Party to make such statement;
- 6.10. it shall comply with the ONDC Network Agreement and ONDC Network Policy or any other policies as prescribed by ONDC; and
- 6.11. all services will be performed in a professional manner consistent with the industry standards reasonably applicable to such services.

7. Indemnity and Limitation of Liability:

- 7.1. Either Party ("Indemnifying Party") hereby agrees to indemnify, defend and hold the other Party, its director, officers, employees, service providers, and agents ("Indemnified Party") harmless from and against claims, demands, actions, liabilities, costs, interest, injuries, losses, judgments, fines penalties, proceedings, action or demand, damages, and expenses of any nature whatsoever (including all legal and other costs, charges and expenses) incurred or suffered by the Indemnified Party, arising out of or in connection with any or all of the following:
 - 7.1.1. any wrongful or negligent act or omission of the Indemnifying Party, including but not limited to, sharing incorrect or incomplete information with the Indemnified Party in connection with a transaction on the ONDC Network;
 - 7.1.2. any breach by Indemnifying Party of its obligations, undertakings, warranties or covenants under this Agreement or the ONDC Network Policy or the ONDC Network Participant Agreement;
 - 7.1.3. any breach of Applicable Law by the Indemnifying Party;

- 7.1.4. Breach of data or corruption of data or information whether due to any system failure or negligent performance or non-performance of the other Party or its employees, agents, representatives etc. or for any reason whatsoever attributable to that Party; and
- 7.1.5. any third party action or claim made against the Indemnified Party, by reason of any actions undertaken/omission to take any action by the Indemnifying Party under this Agreement.
- 7.2. Each Party shall be liable for any loss or damage caused to shipments that are attributable to any acts of commission or omission of such Party or its employees, agents, assigns, or other representatives to the extent of the value of the goods or services involved or as mutually decided through the ONDC Protocol.
- 7.3. Notwithstanding Clause 3.1 and 3.2. above, each Party shall independently be liable for the services offered by it to the End Users, Buyers and other Network Participants, as per the relevant terms and conditions of each Party.

8. Performance Exceptions:

- 8.1. **Force Majeure:** If any Party to this Agreement is unable to meet its obligations under this Agreement as a result of flood, earthquake, storm, other acts of God including fire, derailment, accident, strike, lockout, explosion, war, insurrection, riot, embargo, terrorist activity, epidemic, pandemic, act of government or governmental agency or other similar cause beyond the reasonable control ("Force Majeure") of the parties, such party will be excused from performing its obligations for the duration of the Force Majeure.
- 8.2. Both parties shall adopt reasonable security measures commensurate with the industry standards and as mandated by Applicable Law, however, both Parties' application, services and/or services/applications of third-party service providers may not be fully uninterrupted or error free or free from any virus or other malicious, destructive or corrupting code/program. Neither Party shall be responsible or liable for any loss or damage (including loss of revenue, income, or profits), caused to the other Party, on account of any interruption or issues which are not in control of the Party.
- 8.3. If either Party is unable to meet its obligations under this Agreement as a result of a disruption in the ONDC Network, such party will be excused from performing its obligations for the duration of the disruption

9. Governing Law

- 9.1. Each Party agrees that any dispute or claim relating to, the enforceability of, or the termination of this agreement is to be governed by and construed in accordance

with the laws of India.

10. Category Specific Clauses

10.1. Retail F&B, Grocery, Consumer Electronics, Fashion, Home Decor, Beauty and Personal Care

10.1.1. The clauses under Section 6.1 will only apply if the instant transaction is for the sale/purchase of goods belonging to the F&B, Grocery, Consumer Electronics, Fashion, Home Decor and Beauty & Cosmetics categories.

10.1.1.1. Fulfilment and Post Fulfilment

10.1.1.1.1. The Party responsible for procuring logistics must share Proof Of Delivery to the other Party, upon request from the other Party, provided that the request is made within 60 days after the expiry of the Maximum Delivery Period;

10.1.1.1.2. *For the purposes of this clause*, Maximum Delivery Period shall mean the sum of the period for delivery, as specified by the Party responsible for delivery, and 30 minutes or 50% of the promised delivery period, whichever is lower.

10.1.1.1.3. Both Parties agree that the Party responsible for the forward logistics will bear the cost of forward logistics and the Party responsible for reverse logistics will bear the cost of reverse logistics, in the event the Buyer returns any items, that are part of the Order; and

10.1.1.1.4. Other terms of fulfilment and post fulfilment, will be as mutually agreed by the Parties through the ONDC Protocol.

10.1.1.2. **Cancellations:**

Both parties agree that, if the Buyer does not accept delivery or cancels the order after it has been shipped the costs to be borne by each Party will be determined as per the cancellation terms mutually decided through the ONDC Protocol.

10.2. Hyperlocal Logistics

10.2.1. The clauses under Section 6.2 will only apply if the instant transaction is for the sale of hyperlocal logistics services by one Network Participant (Logistics Service Provider) to another Network Participant (Logistics Buyer) through the ONDC Network, and in relation to a transaction between a Buyer and Seller through the ONDC Network facilitated by the Logistics Buyer.

- 10.2.2. **Failed RTO:** The Logistics Buyer may charge the Logistics Service Provider for the cost of forward shipping, the cost of reverse shipping, if applicable, and cost of product, in the event the Logistics Service Provider is unable to complete Return to Origin.
- 10.2.3. **Proof of Delivery:** Logistics Service Provider agrees to share Proof of Delivery for the Order with the Logistics Buyer, whenever requested by the Logistics Buyer, for up to 60 days from the date of order confirmed to the Buyer.
- 10.2.4. **COD Remittance:** The Logistics Service Provider agrees to remit the cash collected on a Cash on Delivery Order within a maximum of 2 days to the Logistics Buyer.
- 10.2.5. **Cancellation:**
Both Parties agree that in case the Buyer cancels an Order because of delay in delivery:
 - 10.2.5.1. if the delay is attributable to late shipment by the Seller, the Logistics Buyer will bear the cost of cancellation subject to the limitation of liability as mutually agreed through the ONDC Protocol, and
 - 10.2.5.2. if the product is shipped on time, and the delay is attributable to the Logistics Service Provider, the Logistics Service Provider will bear the cost of cancellation subject to the limitation of liability as mutually agreed through the ONDC Protocol, subject to limitation of liability as mutually agreed through the ONDC Protocol.
- 10.2.6. Other contractual terms: The Parties agree to the other terms as mutually agreed through the ONDC Protocol.

10.3. Inter-city logistics

- 10.3.1. The clauses under Section 6.3 will only be applicable to all individual inter-city logistics transactions on the ONDC Network.
- 10.3.2. **Failed RTO:** The Logistics Buyer may charge the Logistics Service Provider for the cost of forward shipping, the cost of reverse shipping, if applicable, and cost of product, in the event the Logistics Service Provider is unable to complete Return to Origin.
- 10.3.3. **Proof of Delivery:** Logistics Service Provider agrees to share Proof of Delivery for the Order with the Logistics Buyer, whenever requested by the Logistics Buyer, for up to 60 days from the date of order confirmed to the Buyer.

- 10.3.4. **COD Remittance:** The Logistics Service Provider agrees to remit the cash collected on a Cash on Delivery Order within a maximum of 2 days to the Logistics Buyer.
- 10.3.5. **Cancellation:**
Both Parties agree that in case the Buyer cancels an Order because of delay in delivery:
- 10.3.5.1. if the delay is attributable to late shipment by the Seller or Logistics Buyer, the Logistics Buyer will bear the cost of cancellation subject to the limitation of liability as mutually agreed through the ONDC Protocol, and
- 10.3.5.2. If the consignment is shipped on time, and the delay is attributable to the Logistics Service Provider, the Logistics Service Provider will bear the cost of cancellation subject to the limitation of liability as mutually agreed through the ONDC Protocol.
- 10.3.6. **Weight disputes:**
- 10.3.6.1. In case of a mismatch between the weight of consignment as gauged by the Logistics Service Provider and the weight reported by the Logistics Buyer:
- 10.3.6.1.1. If the weight of the consignment as per the Logistics Service Provider is more than what the Logistics Buyer specified at the time of placing the logistics order, the Logistics Service Provider reserves the right to charge the Logistics Buyer for any such additional weight, as the case may be; and
- 10.3.6.1.2. If the weight of the consignment as per the Logistics Service Provider is less than what the Logistics Buyer Specified at the time of placing the logistics order, the Logistics Service Provider reserves the right to provide a discount to the Logistics Buyer for the difference.
- 10.3.6.2. Without regard to any mismatch in the weight of a consignment, as specified in Clause 6.3.6.1, the Logistics Buyer will duly pay to the Logistics Service Provider the charges/costs, originally agreed upon through the ONDC Protocol.
- 10.3.6.3. To recover any additional charges under Clause 6.3.6.1.1, the Logistics Service Provider reserves the right to file an issue through ONDC's issue and grievance management framework.

10.3.6.4. To receive a reimbursement for a discount under Clause 6.3.6.1.2, if any, the Logistics Buyer reserves the right to file an issue through ONDC's issue and grievance management framework.

10.3.7. **Other contractual terms:** The Parties agree to the other terms as mutually agreed through the ONDC Protocol.