

AGREEMENT

This Agreement ("Agreement") is made and entered into on this _____ day of Dec, 2014 and shall be effective from ____ day of Dec, 2015

Reverse Logistics Company Private Limited, a private limited company having its registered office at Khasra No. 337, Chaudhary Satbir Complex, Sultanpur, MG Road, New Delhi 110030 (Hereinafter referred to as, "**GreenDust**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **First Part**; and

Jasper Infotech Pvt. Ltd. having its registered address at 246, 1st Floor, Phase-III, Okhla Industrial Area, New Delhi 110020 (Hereinafter referred to as, "**Snapdeal**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **Second Part**

GREENDUST and Snapdeal are collectively referred to as the Parties and individually as the Party wherever the context so requires.

WHEREAS:

- a) GreenDust is engaged in the business of providing end to end solution for reverse supply chain management including having its own sales channels for the factory seconds and refurbish goods with certification and warranty management.
- b) **Snapdeal** owns and operates the website **www.snapdeal.com** an online marketplace.
- c) GreenDust has requested & approached Snapdeal to buy their return products, which gets generated during normal trade operations.
- d) Both the parties have agreed to enter into an agreement on the terms and conditions more particularly stated herein.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AND THIS AGREEMENT WITNESSETH AS UNDER:

1. SCOPE OF SERVICES

1.1 Snapdeal hereby appoints GreenDust as it's Refurbish and Resale (R&R) business partner on exclusive basis for return products under the categories mentioned in **Annexure 1**. If SnapDeal wants to add additional products, they will be, along with their commercials, be added as an addendum/Annexure to this agreement and there will be no need for a new agreement.

1.2 Snapdeal will give its returned products under the categories stated at Annexure 1 to GreenDust. The list of products given to GreenDust will have the Snapdeal listed price. GreenDust will confirm the acceptance and raise the purchase order. GreenDust would do a technical inspection of the products in the categories , as stated in Annexure 1. GreenDust will arrange pick up of products from Snapdeal location and bear all transportation costs, including unloading and taxes pertaining to the same, shall be exclusive liability of GreenDust. Snapdeal will be responsible to arrange for loading of products. It has been agreed, consented and undertaken by GreenDust that the work pertaining to all types of repair, missing accessories, etc shall be the sole and exclusive liability of GreenDust.

2. COMMERCIAL

2.1 GreenDust shall pay Snapdeal for the products against each category at discount percentage stated in Annexure 1. GreenDust will make 20% advance payment before pick-up against purchase order and remainder shall be given to SnapDeal immediatly after pick-up is completed and items reconciled against PO. Snapdeal will raise invoice after payment is credited to its account.

SnapDeal and GreenDust will discuss mutually agreed upon credit terms to GreenDust after 3 months of successful completion of cash and carry phase.

3. CONFIDENTIAL INFORMATION

Each party (the "Receiving Party") agrees that it will not disclose to any third party or use any confidential information of the other party (the "Disclosing Party"), except as expressly permitted in this Agreement, and that it shall take all reasonable measures to maintain the confidentiality of all such Confidential Information in its possession or control, which shall in no events be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

3. TERM

This Agreement shall enter into force from the effective date and shall remain in force for a period of 12 month from the date of signing of this agreement and automatically renew for additional 12 months unless parties decide to terminate the contract.

4. TERMINATION:

4.1 This agreement shall automatically renew upon expiry of the terms unless both parties agree to terminate it with mutual agreement.

4.2 If either Party commits a material breach of the terms of this Agreement which is a breach incapable of being remedied then the Agreement may be terminated forthwith by other party.

5. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India. If any dispute arising in respect of the understanding/obligations/rights specified herein shall be subject to the exclusive jurisdiction of the Courts in Delhi only.

IN WITNESS WHEREOF, authorized officers of the Parties hereto have duly executed this Agreement as of the date first above written.

	Snapdeal realization		Remarks
Product Category	Non-Functional Products	Functional Products	Inspection/PDI
LCD/LED	Rs. 900 each	55%	Yes
Refrigerators	30%	55%	Yes
Washing Machine	30%	55%	Yes
Microwave Oven	30%	55%	Yes
OTG	20%	50%	Yes
SHA	20%		No
Others	11%		No

General Terms :-

- 1. Non-functional products indicate here for repairable products.
- 2. Functional Products indicates non-used products or used < 15 days.
- 3. SD realisation will be calculated on the Snapdeal list price.
- 4. Snapdeal would share the list price with GreenDust at the time of offering the above products

Jasper Infotech Pvt Ltd.		GREENDUST
Sign:		Sign:
Name:		Name:
Title:		Title: -
DATED:		DATED:

Annexure 1