

DECLARATION OF ACCEPTANCE TO COLLABORATE WITH FLYROBE

(Annexure A & Annexure B form part of this document)

Terms and Conditions for C2C Collaboration

1. **Introduction:** AARK WORLD Pvt. Ltd., a private limited company incorporated under the provisions of the Companies Act, 2013 (“company”, “we”, “us”, “our”) maintains the internet portal FLYROBE located at www.flyrobe.com (the “site”) and FLYROBE mobile apps: Android and iOS (the “Apps”).
2. **This MOU:** This Memorandum of Understanding (MOU) is between the company and you (as detailed in Annexure A) wherein you authorize the company to hold and display the products owned by you and as detailed in Annexure B on the company’s website/app/store/warehouse for rentals. The company is at liberty to display the products with FLYROBE brand or any other brand owned/operated/under contract/in agreement with by the company in case the designer of a label-less or less-known labeled product. And the company is also at liberty to categorize products under in-house defined brand categories as it may deem fit.
3. **Renting/Selling of Products:** You agree to hand over products (as detailed in Annexure B) to us for the purpose of renting the same and you may earn rentals for the same. You hereby authorize us to give the products on rent/sell on your behalf to our users. The quantum of the rent/selling price shall be decided by us. The product shall be moved to clearance sale post renting the product reasonable number of times or in a situation where the product is not rented for a period of 10 months.
4. **Cost of Delivery and Return:** The cost of delivering the product to the company and back to you shall be borne by you and the company shall not be held liable for any damage/loss to the product during the transit. This is a risk you are willing to take for the prospects on future income.
5. **Marketing & Promotions:** The Company shall make reasonable efforts to market its products in order to generate revenues. For such purpose the company may display/utilize your products on its social media pages and/or collaborate (without monetary gains) with celebrities/bloggers/influencers/others as it may deem fit and may at times display your products

at various events and exhibitions as well. You authorize the company to carry on such activity knowing that these may not fetch any rentals for both parties.

6. **Sharing Ratio and Mode of Payment:** The rental/selling amount shall be shared equally i.e. 50:50 between you and the company post excluding associated costs such as photography, inbounding, logistics, laundry, alterations, packaging, retail display, storage, etc. For the ease, the company is fixing such costs at 40% of the rental/selling amount for each order. The amount will be credited to your account [as provided by you in Annexure A] on a monthly basis on or before the 15th day of the next month. Any charges in relation to such transfer shall be borne by you. The rentals displayed on the portal are inclusive of GST. Such GST shall be paid to you in case you have provided us with your GST number and raised a monthly invoice.

7. **Additional Charges if any:** The company in certain cases may charge its customer additional amount for certain additional services, the same charge be treated as a separate charge that shall not be shared with you whatsoever. This may include but not limit to delivery-pick up charges, additional rentals, any on location service etc.

8. **Storage, Display and Movement of Products:** The products will be stored by the company at its Warehouse/Owned Brand Store/Franchise Brand Stores/Affiliate Stores and will be sent on orders/trials/for display to various cities from time to time.

9. **Time Period, Lock in Period and withdrawal:** This agreement is valid for 1 year and will be renewed automatically post a year. The lock in period for you is 12 months starting from the date on which the products are displayed at the store/website/app. Products for which orders have been received cannot be claimed by you even after the completion of the lock in period until such order is fulfilled by the company. If you wish to withdraw before the completion of the lock in period, you will be liable to compensate the company for the loss incurred by the company in inbounding products, amounts so spent on retail display, promotions/marketing, photoshoot cost along with the cost incurred to upload the products on the portal and any other cost so incurred. The company shall have the right to solely assess such costs.

10. **Intellectual Property:** No IP is transferred to you via this agreement. You declare that no products handed over by you to FLYROBE for the purpose of displaying on the site/app/store

infringes any copyright/trademark whatsoever. Also you by way of this agreement explicitly state that all the intellectual property material given by you or the material which FLYROBE on its own takes believing to be your property is your own property and you agree to indemnify the company from all such third party IP claims in case of any by use of such material which the company is made to believe to be original and products owned by you. All photographs of your products which shall be displayed on the website/apps shall be the copyright of the company. You shall not make any negative, defamatory or derogatory comment(s), statement(s), review(s) about the company or any of its brand names and/ or the domain name, or otherwise engage in any conduct or action that might tarnish the image, goodwill or the reputation of the company.

11. **Packaging:** You agree to provide original packaging with your products which shall not mandatory be returned to you post termination of this agreement. And also agree that the company may use its boxes and bags to deliver your products.

12. **Discounts and Offers:** In order to attract users and keep them engaged company offers different kinds of promotional discounts and schemes on a regular basis. The above mentioned rentals will also be subject to such discounts and schemes to be borne by the company and you in the same ratio as rentals are shared.

13. **Seller Panel:** The Company shall share login credentials of your seller panel with you soon after your products are made visible on the portal so that you can track your orders and keep a check on your earnings.

14. **Damage/loss to the Product:** You agree and understand that products shall be rented, displayed at the store by the company and that will cause wear and tear, damage on a regular basis. While renting the products, user is not burdened with extra charges in case of normal wear and tear that is permissible as per terms. Also, after an outfit is rented for a reasonable number of times and is no longer fit to be used, the company has the authority to discard the same with intimation to you.

In case of loss of product, the company shall compensate you with such amount as decided by the company unilaterally, the said amount shall be capped at twice the rental amount of the product as provided to the end user in the last order. The company shall keep standard parameters in mind while deciding so including but not limiting to no. of rental turns done, age of the product, fashion trends etc. The said compensation amount shall be equal to or less than one time rental (a sum equivalent to the rental amount at the time of loss of product) of the product as fixed by the company.

15. **Product Ownership:** Post earning rental amount equal to 70% of the MRP or Purchase Price mentioned at Annexure B whichever is lower by you; the product ownership shall vest with the company.

16. **GST:** The Company shall comply with all GST compliances as per government norms.

17. **Jurisdiction:** In case of any dispute both parties shall try and resolve the same by mutual discussions. In case of disagreement the same shall be resolved by Arbitration. The company shall appoint a sole arbitrator for the same to pronounce an award. The fees of the Arbitrator shall be equally shared by both parties. The place of Arbitration shall be New Delhi. The courts of New Delhi have jurisdiction if required.

Annexure A

Personal Details

1. Name: Sneha Nidhi
2. Residential Address: Simli, Murarpur, PO- Madhav Mills, Patna City, Bihar - 800008
3. Phone No.: 8147574633
4. ID Proof Attached: Aadhaar Card
5. Email Address: sneha_nidhi@ymail.com
6. Bank Account Details:
 - A. Account Holder's Name: Sneha Nidhi
 - B. Bank Name: State Bank of India, Hajiganj
 - C. Account No.: 20087794934
 - D. IFSC Code: SBIN0001234
6. I declare that I am above 18 years of age and legally capable of entering into such contracts.

Annexure B

Product Details

A. Number of Products: 1

B. Details of Products Shared:

S.No.	Category	Designer	Purchased Price (In Lacs)
1.	Bridal Gown		22000.00 INR
2.			
3			
4			
5			

C. Authentication: You declare that you procured the products directly from the above-mentioned designers at the above-mentioned prices.

Authentication Signature:  Date: 07/03/2024