

Agreement of Service

Agreement of service signed by parties on **30/04/2024** at Indore, India BETWEEN Evitamin Business Consulting Private Limited (Service Provider)

Having its principal place of business at 56-57, Sheshdri Colony, Mahesh Guard Line, Indore - 452006, M.P. AND

**A private limited company** (Company Name)

**d company** (Brand Name)

Having its principal place of business as **195 something**

Parties mention above hereby agreed upon the below-mentioned terms:-

1. Evitamin Business Consulting Private Limited (Service Provider) will provide remove assistance support to sellers, and will manager their the seller's central account. The scropt of the service is given below. A detailed description of each service.

#	Service	Remote Service Offered
1.	Listing Products on Amazon Seller Central	Sellers will provide raw feeds to the Remote Assistant who can use multiple mechanisms - listings loader, flat file formats and 1x1 methods to upload products. Every month we will provide 50 product listings free of cose. If you will skip this privilege then that would not be considered in next month to add on 50 more products.
2.	Update Price and Quantity	Price and quantity will be made available through excels and calls to Remote Assistant.
3.	Search Term Management	Service provider will gather product relvant keywords and update at product backend for better product visibility on Amazon.
4.	Negative Feedback Management	Service Provider will be proactive working on the removal of negative feedbacks which are not as per Amazon's Policies.
5.	A-Z Claims Management	Service Provider will anlyze the A-Z claims filed by the buyer and take appropriate action.
6.	FBA and MFN Shipment creation	Remove assistant will assist sellers in creation ofshipments, taking FC appointments and tracking shipments on behalf of the seller.
7.	Deals & Promotion	Remove Assistant will assist sellers in promotion of product though money off, free shipping, coupons.
8.	Manage returns and refunds	Remote Assitant will manage return and refund mechanisms to avoid inconvenience to buyer and to protect seller from negative ratings..
9.	Buyer-Seller Communication	Remove Assistant will respond to buyer and Amazon CS queries within 24 hours as per Amazon's policy on contact response time.
10.	Advertising	Remote Assistants will create, maintain and optimize different type of campaigns on Amazon platform to increase sales.

**For Evitamin Business Consulting Private Limited**  
**Mr. Vaibhav Daga**  
**Director**

**For A private limited company**  
**Mr. Someone very new**  
**Proprietor**

## Pricing, Invoicing and Payments

Service	Monthly Fees
account management	Commercial 1

### Terms and Conditions

1. We are taking Rs. 5,900 as security deposit that will be refunded or adjusted on last billing at the time of termination. This security deposit will be interest free.
2. Taxes are applicable will be additional on monthly service fees.
3. TDS applicable U/s 194-J (Fees on Professional Charges) @ 10%.
4. Invoice will be raised every month to the seller and the seller has to pay the invoice amount within 7 business days.
5. Invoice for the provided services shall be sent to the seller, at the email address mentioned in Annexure |.
6. Any issue regarding provided service or generated invoice or payment thereof has to be communicated within 15 days from the date of receipt of such invoice, through email. If no communication is received in such a period, the seller shall be deemed to be having no issue with the same, and the amount payable shall fall due.
7. Interest at the rate of 2% per month shall be payable on the due amount from the date of expiry of the above-mentioned period of 15 days. If the amount is due up to 60 days the service provider will be liable to stop the service on an immediate basis until cleared or till further notice.
8. Complete account management service doesn't include order processing, photo-shoot, image editing, A+ Cataloging/EBC, brand page/storefront design.

### 2. Risk and mitigation of risk.

1. All the remote assistants working in Evitamin Business Consulting Private Limited sign a Non-Disclosure agreement to ensure that the information handled by them is kept confidential.
2. The remote assistant will take user permission of the seller central account to access the seller account. Remote assistants will never ask for a password from the seller.
3. Courts of Indore have jurisdiction in case of disputes.

**For Evitamin Business Consulting Private Limited**

**Mr. Vaibhav Daga**

**Director**

**For A private limited company**

**Mr. Someone very new**

**Proprietor**

4. Seller should not ask or approach a company's employee to provide service directly establishing the personal relations, or taking service from the company's employee personally or similar to aforesaid. Seller understand very well that the company has incurred huge capital expenditure on developing the infrastructure and training of employees to provide the seller with the best services. Seller conspires with company's employees to get direct services is a grave wrong against the company resulting in breach of trust and injurious to the company in many senses as it results in undue losses. Accordingly, the seller shall not directly or indirectly, or through an agent approach any employee, working full-time or part-time, for any such purpose. In case of violation, the seller will be liable to pay compensation of the 6-month salary of the employee to the company for the losses suffered.
5. It is hereby clarified and understood by both the parties that the obligations and responsibilities of the service provider are limited to the deliverables mutually agreed to and set forth in this agreement. The service provider shall not be responsible for any profit or losses in the customer's business over any e-commerce platform or otherwise.
6. Nothing in this agreement shall be construed as a promise by the service provider, of causing profit or to protect from any loss associated with the market and the business of the customer, that is to say, the service agreed to be provided under this agreement does not include any promise or assurance of any monetary or commercial profit. Profit and loss in the business of the customer being de hors under the control of the service provider shall not in any manner affect its entitlements and emoluments under this agreement.
7. Exit Clause - At the time of termination, both the parties have to notify before 15 days and the seller would be liable to pay applicable service charges to the service provider during the notice period. If any of the parties fails to notify the termination of the agreement then the continuation of services will be deemed and parties will be responsible accordingly for continuous term/period of service.

**Annexure**

<b>Company Name</b>	<b>A private limited company</b>
<b>Company Address</b>	<b>195 something</b>
<b>Contact Person</b>	<b>Someone very new</b>
<b>Email</b>	<b>akshatnigamcfl11@gmail.com</b>
<b>Mobile</b>	<b>3334192322</b>
<b>GST Number</b>	<b>SKFJCN36521D1G</b>

**For Evitamin Business Consulting Private Limited**  
**Mr. Vaibhav Daga**  
**Director**

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**Proprietor**