

Market Place Agreement

This Agreement is entered into as of, 2015 (the "Effective Date") and constitutes the Agreement (the "Agreement") by and between having its principal office at (referred hereinafter as "Seller") being desirous of using Paytm Platform• (includes website www.paytm.com, mobile application, Paytm IVR, Paytm WAP all collectively referred to in as Platform) to offer and sell Seller's Products (defined below) to the users of the Platform, have completed registration process to enroll as a seller on the Platform; and

AND

One97 Communications Limited, an existing company under the provisions of Companies Act, 2013, having its registered office at First Floor, Devika Tower, Nehru Place, New Delhi-110019 (hereinafter referred to as, Paytm• which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors and permitted assigns) owns the brand Paytm• shall constitute the SECOND PART.

Seller and Paytm may be referred to as the Party• individually and as the Parties• collectively, as the context may require.

WHEREAS

1. Paytm owns and operates an online market place on the website located at the URL www.paytm.com, which acts as an online platform for different sellers to sell their Products and for different buyers to access variety of to purchase the Products offered by sellers;
2. Seller being desirous of using the Platform as a platform to offer and sell Seller's Products (defined below) to the users of the Platform have completed Paytm's Seller Registration Form to enroll as a registered seller on the Platform; and

HENCE THIS AGREEMENT IS NOW MADE AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definitions
 1. Acceptance• shall mean Seller's exaction of the agreement by Seller at the end of this Agreement, by which action you clearly accept the terms and conditions of this Agreement.
 2. Agreement• shall mean this Agreement in its entirety, including all content which is referenced or hyperlinked in this Agreement.
 3. Banned Products• shall mean the products/goods/articles included in the Paytm Banned Products List, which is hyperlinked to this Agreement.
 4. Buyer• shall mean any user of the Platform who purchases any Product of the Seller through the Platform.
 5. Catalogue• shall mean details relevant to the sale / purchase of the Products, including the Selling Price, an informative description of each Product (including but not limited to the length, breadth and height of the Product) and its contents, by way of text descriptions, graphics, or pictures or videos.
 6. Cataloging Fee• shall mean the fee for creating a Catalogue of the Seller's Products to be offered through Paytm Platform.
 7. Commercial Price• shall mean List Price less any discount (if any) offered by Seller.
 8. Courier Fees• shall mean the fees payable to Paytm for availing of the courier services through Paytm's Courier Partners and shall mean the courier fees as may be provided from time to time in the Commercial Term Segment.
 9. Courier Partner• shall mean the courier companies with whom Paytm has partnered for couriership / delivering the purchased Products to the Buyers.

10. Fulfillment Centre• shall mean a building / warehouse, identified by Paytm to the Seller, at Paytm's discretion, where Seller may place a limited quantity of the Product until the Products are sold and dispatched to the Buyers.
11. Fulfillment Centre Charges• shall mean the charges as may be provided in the Commercial Term Segment as the fulfillment center charges.
12. Invoice• shall mean the invoice as may be raised by the Seller on the purchase of a Seller's Product by a Buyer, through the Platform.
13. List Price• shall mean the price of a Product in INR at which a product is listed at Paytm Platform by the Buyer.
14. Listing Fee• shall mean the fee for listing a Product on Paytm Platform.
15. Maximum Retail Price (MRP) " means the price in INR imprinted on Product inclusive of all taxes.
16. Packaging Service Charges• shall mean the charges as may be provided in the Commercial Term Segment as packaging Service charges.
17. Payment Collection Fees• shall mean the fees (or percentage) as may be provided in the Commercial Term Segment as payment collection fees.
18. Paytm's Marketing Fees• shall mean fee payable to Paytm by the Seller per Commercial Terms.
19. Paytm Policies• means the various policies which Paytm may issue and make applicable on the Seller from time to time including but not limited to Seller Panel Terms of Use of the Platform which are applicable to the Seller.
20. Product(s)• shall mean the product(s), made available by the Seller for sale on the Platform.li Seller Panel• shall mean a web page / account on the Platform provided by Paytm to the Seller with a unique login id and password to update the order status, price and inventory of the Products on the Platform.
21. Seller Proceeds• shall mean the net amount receivable by the Seller after deduction of the Paytm's Marketing Fees, Payment Collection Fees, Courier Fees, Fulfillment Centre Charges (if applicable) and other charges (if any) from the Selling Price.
22. Selling Price shall mean Commercial Price less any discount (if any) offered by Paytm and being final price of the Product in INR that Buyer pays.
23. Shipment SLA• means SLA for delivery mention on each Product page, and it is Seller's responsibility to honor Shipment SLA.
24. Term• shall mean the period starting from the effective date of this Agreement by the Seller till the termination of this Agreement in accordance with Clause 15 provided below.
25. Territory• shall mean the Republic of India.

2. SELLER REGISTRATION

1. As a part of the registration process, Seller state that Seller have completed the registration form and provided other relevant details as required by Paytm. Seller represent that Seller, in Seller's individual capacity and/or as an authorized representative of the entity registering as a seller on the Platform, are competent to contract, are at least eighteen (18) years of age, are of sound mind and are not disabled by any Law in India from entering into this Agreement.
2. Seller also represent that you have provided to Paytm Seller's information such as name, contact details, email address, account details, PAN No., Sales Tax Registration/declaration, and other compliance related details through the Seller Registration Form and that such information is true and correct as on date.
3. Seller will be responsible for maintaining the confidentiality of the Seller Panel and the information provided therein, and shall be fully responsible for all activities that occur under Seller's Seller Panel. Seller agree to (a) immediately notify Paytm of any unauthorized use of Seller's account information or any other breach of security, and (b) ensure that Seller exit from Seller's Seller Panel at the end of each session. Paytm cannot and will not be liable for any loss or damage arising from Seller's failure to comply with this Section. Seller may be held liable for losses incurred by Paytm or any other user of, or visitor to, the Platform due to authorized or unauthorized use of Seller's Seller Panel as a result of Seller's failure in keeping Seller's Seller Panel and the account information secure, absolute, correct and confidential.

4. Seller agrees that as a registered Seller of the Platform, Seller shall not transfer / sell / trade the Seller Panel to any other person or entity.
5. Paytm reserves the right to determine the Sellers who may sell on the Platform. Paytm also reserves the right to suspend access to registered Sellers to the Platform and the Seller Panel, or to terminate such access granted under this Agreement, without assigning any reasons for doing so. Paytm also reserves the right to select / delist the Products displayed/offered for sale or to be displayed/ offered for sale on the Platform.

3. PURCHASE AND DELIVERY OF THE PRODUCT

1. Seller shall upload the Product listings for the sale of the Products in the appropriate category, through the Seller Panel. Seller shall also be required to provide all Catalogue details along with the MRP and List Price.
2. Seller represent that Seller shall provide accurate Product information on the Seller Panel/Platform. The Product description shall not be misleading and shall describe the actual condition of the Product. If the sold Product does not match the Product description displayed on the Platform, Seller agree to refund any amounts that Seller may have received from the Buyer.
3. Seller shall be responsible for ensuring that the Seller Panel is updated and reflects the real-time availability / non-availability of the Products listed on the Platform. Paytm shall not be responsible for claims made by Buyers for inaccurate Product availability details that are displayed on the Platform due to any negligence / default on the part of Seller to provide updated and accurate Product information. Seller shall be required to retain an adequate inventory of the Products listed on the Platform, for successful fulfillment of orders.
4. Seller shall not attempt to sell any products falling in the category of product prohibit for sale in India under any law for the time being in force. However Paytm may list any product not allowed to be sold through Paytm Platform (Annexure 1) in addition to the category of product prohibit for sale in India under any law for the time being in force. Paytm shall be entitled to block all such products and shall also have the right to suspend or terminate the Seller's access to the Seller Panel and the Platform or terminate this Agreement forthwith.
5. When a Buyer elects to purchase a Product through the Platform, Paytm shall receive the order for the Product only in the capacity of an online marketplace.
6. For all orders placed on the Platform, payments shall be collected by Paytm on behalf of the Seller, in the mode (i.e., payment gateway or cash on delivery) as opted for by the Buyers. Seller hereby authorize Paytm to process, facilitate, collect and remit payments to Seller, (collected either electronically or through cash on delivery), from the Buyers in respect of sale of the Products through the Platform. Seller also agrees and acknowledges that the payment facility provided by Paytm is neither a banking service nor a financial service but is merely a facilitator/facilitating the service of providing an automated online electronic payment system, using the existing authorized banking infrastructure and credit card payment gateway networks or payment through cash on delivery, for the transactions on the Platform. Further, by providing the payment facility, Paytm is neither acting as a trustee nor acting in a fiduciary capacity with respect to any transaction on the Platform.
7. On the Buyer making the payment of the Selling Price through the payment gateway provided on the Platform or opting for cash on delivery, Seller will be intimated of the same through the Seller Panel.
8. Paytm shall provide the necessary backend infrastructure for capturing the Buyer/order details placed on Seller. Orders placed by the Buyer will be forwarded to Seller/reflected in the Seller Panel. Seller shall package the Product(s) in accordance with the packaging guidelines issued by Paytm from time to time and dispatch the Product(s) to the Buyer.
9. Seller shall ensure that the purchased Product is dispatched to the Buyer, within Shipment SLA, along with all the required information, manuals, accessories (where applicable) warranty documents (where applicable) and any other relevant documents, to enable the Buyer to optimally use the Product purchased. Seller shall also issue a corresponding Invoice in the name of the Buyer, which Invoice shall be sent to the Buyer along with the Product. Seller shall be responsible to update the Seller Panel to reflect this development.

10. The default fulfillment model provided by Paytm for the delivery of purchased Products to the Buyers is the Paytm LMD (Last Mile Delivery) Model as detailed herein below. Paytm may, at its discretion, introduce other Fulfillment models listed at in this Clause, at any time in the future. On introduction of such other Fulfillment models, Paytm may, at its discretion, offer these options to all or select Sellers. All four (4) models are detailed below for the Sellers information.
 1. Model 1 "Paytm LMD Model - (Default Model)" Seller will be responsible for packaging and shipping the right Product and right quantity to the Buyer via courier through Paytm LMD network. Paytm will assign Courier partner for each shipments and designated courier partner shall collect the shipments from Seller's pick up center or warehouses.
 2. Model 2 "SEED" - In order to expedite collection and dispatch of the Products, a designated Courier Partner shall first collect all such ordered Products in packaged shipments from Seller and consolidate them at a designated premises (consolidation center) and then the respective Products will be dispatched to the Buyers by the Courier Partners assigned by Paytm;
 3. Model 3 "Fulfillment by Paytm" Seller may keep the Products in the Fulfillment Centre along with a detailed inventory of the same, Paytm shall be responsible to packaging and dispatch of the Products to the Buyers as per the orders received by the Seller from time to time and in accordance with the directions of the Seller; or
 4. Model 4 "Self Shipping" Seller will be responsible for packaging and shipping the Product to the Buyer via any courier service identified and approved by Paytm.
11. Seller shall keep Paytm informed promptly on any information that shall impact the delivery of a Product to the Buyer.
12. Seller confirms and understands that selling and delivering wrong, fake, duplicate, spurious, counterfeit, damaged, defective, refurbished or previously owned Products through the Platform will cause great prejudice and harm to the reputation and goodwill of Paytm and may also cause harm and prejudice to the Buyers. Seller acknowledges and warrants that Seller shall not sell any Product which may cause prejudice or harm to the reputation and goodwill of Paytm. Further, if Paytm receives any complaint from any Buyer or if Seller sell or deliver wrong, fake, duplicate, spurious, counterfeit, damaged, defective, refurbished or previously owned Products through the Platform then Seller shall be liable to pay three times the Selling Price of the Product sold, as damages to Paytm. Paytm reserves the right to adjust the above amount from any amount accrued to Seller pursuant to this Agreement.
4. NON-DELIVERY OR RETURN OF PRODUCTS
 1. Non delivery/return of the Product due to fault of the Seller Where the Product has not been delivered/ has been returned due to any reason/fault attributable to Seller, then Paytm shall refund to the Buyer the Selling Price paid by the Buyer to purchase the Product and Seller shall be liable to pay Paytm and Paytm shall be entitled to recover from Seller - Paytm Marketing Fee, Courier Charges, Payment Collection Fees, Fulfillment Charges (if applicable) and Seller Proceeds (where Paytm has remitted the Seller Proceeds to the Seller)
 2. Non delivery/return of the Product due to any other reason Where the Product has not been delivered/ has been returned due to any reason which is not attributable to the Seller, then Paytm shall refund to the Buyer, the Selling Price paid by the Buyer to purchase the Product and shall cause the Product to be returned to the Seller. Upon confirmation of return of Product back to Seller in appropriate condition, Paytm is entitled to recover any proceeds paid to Seller for that Product.
 3. Parties agree and acknowledge that Paytm shall be entitled to recover/adjust any outstanding amount due and payable by Seller to Paytm under this Agreement from any Seller Proceeds payable to Seller and Seller undertake not to object to such recovery/adjustment.
 4. In the event of any default by Seller to deliver the Product to the Courier Partners (and therefore to the Buyer) on time or at all, Seller shall immediately update the Seller Panel / send an email to Paytm informing of such non-delivery and the reasons thereof, immediately on the occurrence of such event. In such events, Paytm at its discretion might cancel such orders and mark them under Seller cancellation.

5. Seller hereby agree to accept all Products (cash on delivery or non-cash on delivery), which are refused/not accepted by the Buyer at the time of delivery.

5. PAYMENT TERMS

1. Seller shall quote the best, lowest and competitive Selling Price (inclusive of all applicable taxes and charges) for each Product on the Platform.
2. Paytm shall have the right to amend the Paytm Marketing Fee percentage applicable to any Product as provided in the Commercial Term Segment, with notice of the same to Seller by way of an email and/or a notification on the Seller Panel detailing such modifications/ amendments/ revisions to the Paytm Marketing Fee. It shall be the Seller's responsibility to review the emails / notifications by Paytm from time to time. Seller's continued use of Seller Panel (including any updated information in Seller Panel, listing of Products, inventory maintenance, etc.) after such modifications/ amendments/ revisions of the Paytm Marketing Fee shall be deemed as acceptance of such modifications/ amendments/ revisions.
3. Paytm reserves the right to run promotions and offers providing benefits/discounts on the List price to the Buyer on the Platform on various Products. Similarly, Seller may provide a discount / offer on the Products. Notwithstanding the above, the Selling Price of all Products offered on the Platform shall be either equal to, or less than, the maximum retail price of that Product. The maximum retail price, along with other statutory declarations, shall be mentioned on each Product and/or on its packaging in accordance with applicable laws.
4. The Selling Price in respect of a Product purchased by a Buyer shall be received in full by Paytm either through the online system, i.e., the payment gateway offered by Paytm on the Platform, or by way of cash on delivery.
5. Seller will be responsible for payment of all applicable taxes including sales tax and VAT.
6. Seller agrees and acknowledges that Seller will pay Paytm, the Paytm Marketing Fees, Courier Fees and Payment Collection Fees, Fulfillment Centre Charges, any other fees, and applicable service taxes on it, as provided in Commercial Term Segment, for all the orders received through Paytm.
7. Paytm shall release the payment of the Seller Proceeds to the Seller within seven days from confirmation of delivery of Product to the Buyer, after deducting Paytm's Marketing Fee, the Courier Fees, Payment Collection Fees, Fulfillment Centre Charges and any other applicable Fees and applicable taxes, as per the Commercial Term Segment.
8. Seller agrees that Paytm shall, at all times, have the right and option to deduct / adjust any payments due to, or from, Seller in one transaction, against any payments due to, or from, Seller in other transactions.
9. It is stated that all Commercial Terms such as dispatch, delivery of the Products, etc., are bipartite contracts between the Buyer and Seller and the payment facility is merely used by the Buyer and Seller to facilitate completion of the transaction. Use of the electronic payment facility or the cash on delivery method shall not render Paytm liable or responsible for the non-delivery of the Products listed on the Platform or for any other reason whatsoever.
10. Logistics charges of Rs. 45 per 500 gm and Rs. 20 per KG will be applicable on air and surface deliveries respectively as per weight of the product. However minimum chargeable weight for surface deliveries will be 5 KG. All other rates and commissions will be as per Commercial Segment. Service Tax will be as extra.

6. OBLIGATIONS OF THE SELLER

1. Seller shall maintain records of all the Products purchased by the Buyers through the Platform, all returns, refunds, etc., as may be required for audit and regulatory purposes and for the Platform's customer service purposes.
2. During the Term, Seller shall appoint a representative, who shall be Paytm's point of contact for any and all matters related to this Agreement, including all sales and delivery related matters.
3. Seller shall be solely responsible and liable for any complaints and queries of Buyers with respect to the Products, delayed delivery or non-delivery of the Products purchased or any complaints with respect to the quality or quantity of the Products delivered.

4. Seller shall be solely responsible for making any representations or warranties with respect to the quality of the Product to the Buyer, including all relevant Product warranties.
5. Seller shall, at all times, comply with all applicable laws including without limitation compliance with laws relating to sales tax, VAT etc.

7. TRANSFER OF OWNERSHIP OF PRODUCT, LOGISTICS AND CONSUMER RIGHTS

1. Seller agrees that Paytm's role is limited to managing the Platform for the display of the Products and other incidental services to facilitate the transactions between Seller and the Buyers. Accordingly, Paytm is merely an intermediary and the Platform is only a platform where the Seller may offer its Products for sale. The contract for sale of any of the Products shall be a strictly bipartite contract between Seller and the Buyer. At no time shall Paytm have any obligations or liabilities in respect of such contract nor shall Paytm hold any rights, title or interest in the Products. Paytm shall not be responsible for any unsatisfactory or delayed performance of the Seller including delays as a result of the Products being out of stock.
2. The ownership in the Products purchased will be transferred to the Buyer after successful delivery of the same at the destination provided by the Buyer, until which the ownership in the Products shall vest with the Seller alone. As a large market place, Paytm will extend its services to Sellers by giving mandates to logistic partners for facilitating the smooth functioning of the transaction between Seller and the Buyer. Any damage in transit on account of inadequate/unsuitable packaging will be to the account of the Seller.
3. Seller hereby agrees to accept all sales return (cash on delivery or non-cash on delivery), which are refused/not accepted by the Buyer at the time of delivery.
4. Seller will offer standard manufacturer's or seller's warranty actually associated with the Products. However, the Parties agree that repair, replacement or 100% (one hundred percent) refund of money will be given to the Buyer against manufacturing defect or damage. Seller shall issue a suitable, duly stamped, manufacturer's warranty card to the Buyer with the Product at the time of dispatch of the Product, if applicable. The Parties also agree and acknowledge that the primary and sole responsibility for redressal of the Buyer's complaints will rest solely with Seller at all times.

8. REPRESENTATIONS AND WARRANTIES

1. The Parties hereby represent and warrant to each other as under:
 1. The Parties have all requisite power and authority to execute the Agreement, deliver and perform their obligations under this Agreement and have been fully authorized by all requisite corporate actions to do so; and
 2. The execution and performance of this Agreement by either Party does not and will not violate any provision of any existing agreement, law, rule, regulation, any order or judicial pronouncement.
2. The Seller undertakes that, at all times during the Term of this Agreement, it will:
 1. abide by the terms and conditions of the Agreement, the Paytm Policies and the other Platform policies, as may be applicable to the Seller;
 2. not offer for sale/sell/deliver any Banned Products or refurbished Products on the Platform;
 3. deliver the Products to the Buyers in a timely manner consistent with the terms of this Agreement; and
 4. deliver the Products in accordance with all applicable laws, rules, regulations, governmental orders, etc., and applicable codes of practice, now or hereafter in effect, relating to the Seller's performance under this Agreement.
3. The Seller represents that the Seller is competent to contract and is not disqualified from contracting under any law in India.
4. The Seller has and shall maintain all licenses and registrations required for selling the Products online or otherwise during the Term.
5. The Seller agrees, represents and warrants that the Seller shall not describe himself/itself as an agent or representative of Paytm or make any representations to any Buyer or any third party or give any warranties

which are of such a nature that Paytm may be required to undertake, or be liable for, whether directly or indirectly.

6. The Seller agrees, represents and warrants that the Seller shall not, during the Term, offer the Products listed on the Platform, to any other website or through any other platform, at a price which is less than the Selling Price, as listed on the Platform.
7. Seller agrees, represents and warrants that, the Seller shall not, at any time during the Term, transact with any Buyer directly. The Seller agrees to attend to, and resolve, the Buyers queries with regard to the delivery of the Products and the quantity and quality of the Products within 1 (one) day from the date of receipt of such queries.
8. The Seller hereby represents and warrants to Paytm that there are no restrictions, hindrances or encumbrances of any nature which, in any manner, restrict the performance of the obligations by the Seller under this Agreement.
9. The Seller shall be responsible for payment of the Seller's own taxes and any taxes/levies/cess applicable on the Products sold through the Platform, and shall indemnify and hold harmless, Paytm, from any liability in this regard.
10. The Seller hereby declares and confirms that it deals only in original, legitimate and genuine Products which are either self-manufactured and/or procured from legitimate channels and in compliance with all the legal requirements. The Seller further declares that it shall not violate the intellectual property rights of any third party and for any breach or violation of such intellectual property rights, it shall be solely responsible.
11. The content of the Products, the text descriptions, graphics or pictures regarding the Product being uploaded on the Platform and the Product packaging, shall not be obscene, libelous, defamatory or scandalous or which is capable of hurting the religious sentiments of any segment of the population or constitute an infringement of any intellectual property rights of any person or entity.
12. Seller agrees, acknowledge and understand that:
 1. Seller is using the Platform provided and owned by Paytm;
 2. The permission granted by Paytm to use the Platform as an online market place is on a non-exclusive basis;
 3. Paytm reserves the right to deny access to, or revoke, such permission to use the Seller Panel and/or Platform at any time;
 4. Paytm shall have the right to remove the listing of any Product being offered for sale by Seller;
 5. Paytm shall have the right to offer discounts, run promotion campaigns on the Selling Price to the Buyers from Paytm's Marketing Fee. Seller shall not object to the provision of such discounts given by Paytm;
 6. Any and all data derived as a result of this Agreement will be owned by Paytm and Seller shall have the right to utilize such data for the duration of the Term of this Agreement to fulfill Seller's obligations hereunder; and
 7. For the duration of the Term, the Platform shall be maintained by Paytm. The ownership of the Platform shall vest with Paytm and Paytm shall make its best efforts to deal with any technical issues affecting the Platform (such as, for instance, the Platform becoming inoperative. Paytm does not warrant that the Seller will be able to use the Platform and offer for sale the Seller's Products at all times or locations on the Platform or that the Platform and the services provided through the Platform will be uninterrupted or error-free or that the defects will be corrected by Paytm.
 8. Except as agreed to by the Parties, the data of Buyers will be the exclusive property of Paytm, and Seller will not use the same for Seller's own purpose or distribute such data in any form or means except for the purpose of this Agreement and shall keep it confidential at all times.

9. In the event of any breach or delay in the fulfillment of Seller's obligations by Seller, due to any reason, Paytm shall not be held liable/responsible. Paytm shall not be liable for the sale of the Products by Seller through the Platform or any loss incurred by Seller or the Buyer therefrom.
10. The Seller represents that the Seller shall not, at any time, use any intellectual property of Paytm in any manner without the prior written consent of Paytm. The Seller also represents that the Seller shall not purchase any Paytm metatags on the Internet without the prior written consent of Paytm.
11. Seller agree that Seller will abide by the terms and conditions of this Agreement and Paytm Policies, including any amendments thereto made by Paytm from time to time which may be made without notice to Seller.
12. The Seller represents and warrants that if Seller is found indulging in providing of false or misleading information or provision of defective or counterfeit Products, then Paytm may initiate civil and/or criminal proceedings against the Seller and Paytm may, at its sole discretion, suspend, block, restrict, or cancel the Seller's registration on the Platform and /or disqualify / bar the Seller from selling the Products on the Platform.

9. INTELLECTUAL PROPERTY RIGHTS

1. Both Parties agree that the brands/logos, trademarks, etc., belonging to each Party are the exclusive property of the respective Party and cannot in any circumstances be used, or copied, or altered in any manner which is identical/ similar the brands/logos/trademarks of the other Party without being specifically authorized in writing by that other Party. Seller recognizes and confirms that Paytm has the exclusive right to supervise, allow and reject the contents of the Platform. Paytm shall not be liable for contents and images shared, uploaded or displayed on the Platform by the Seller regarding the Seller's Products and all consequent liability will be borne by the Seller only.
2. Seller hereby grants to Paytm the right to display/delist the Products (as updated or to be updated by Seller on the Seller Panel at any/all times) along with the related logo and/or trademark and/or brand name, etc., of the Products for marketing/selling through the Platform.
3. Seller hereby authorize Paytm to use and include Seller's trademarks (as may be provided by Seller from time to time) and Seller's corporate name on the Platform and in any directory or promotional material produced in connection with the promotion of the Platform or the Products offered by Seller on the Platform.
4. Seller acknowledges that Paytm is merely an intermediary with respect to the Products listed on the Platform. However, on receiving written notification of any alleged infringement of third party intellectual property rights due to display or sale of any Products/third party trademark or copyrighted matter on the Platform (including availability or sale of counterfeit goods on the Platform), Paytm may, at its own discretion, remove / delist the allegedly infringing Products / content from the Platform, with or without prior notice to Seller.

10. ANTI BRIBERY AND ANTI CORRUPTION POLICY

1. The Parties agree to conduct all their dealings in a very ethical manner and with the highest business standards. The Seller agrees to comply with Anti-Bribery and Anti-Corruption Policy• and adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or gifts either in cash or in kind in the course of all dealings with Paytm or any other third parties for the purpose of this Agreement. Any instances of such violations will be viewed in a serious manner and Paytm reserves the right to take all appropriate actions or remedies as may be required under the circumstances. The Seller will provide all possible assistance to Paytm in order to investigate any possible instances of unethical behavior or business conduct violations by an employee or hired person of the Seller.

11. INDEMNIFICATION

1. The Seller agrees and undertakes to indemnify and to hold harmless Paytm, its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys fees) incurred by reason of (i) any breach or alleged breach by the Seller of

the Seller's obligations, representations, or warranties hereunder; (ii) any violation by the Seller of applicable law or regulation (including law governing information technology, money laundering, data protection and consumer protection); or (iii) any breach by the Seller of any Paytm Policies or any other policies.

2. Additionally, the Seller shall, at all times and to the complete satisfaction of Paytm and without demur, at its own expense, indemnify, defend and hold harmless, Paytm and its officers, directors, employees, associates successors, representatives and agents, against any third party claim, demand, suit, action or other proceeding brought against Paytm or its directors, successors, representatives, agents, officers and employees and against all penalty, damages, awards, settlements, liabilities, losses, costs and expenses related thereto (including attorneys' fees) to the extent that such claim, suit, action or other proceedings are, directly or indirectly, based on or arise on account of the Products and their content, or any breach of any of the terms and conditions of this Agreement by the Seller or failure of the Seller in the performance or observance of its role, functions, responsibilities as specified herein, or the breach of the Seller's representations and warranties as contained in this Agreement, even after the termination of this Agreement.

12. LIMITATION OF LIABILITY

1. TO THE GREATEST EXTENT PERMISSIBLE UNDER LAW, PAYTM SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, LOSS OF PROFITS, BUSINESS, REVENUE AND/OR GOODWILL. THE MAXIMUM AGGREGATE LIABILITY OF PAYTM SHALL BE LIMITED TO INR 1,000 (INR ONE THOUSAND ONLY).

13. TERM, TERMINATION AND CONSEQUENCES OF TERMINATION

1. Term: Agreement shall come into force on the Effective Date and shall continue for twelve months unless terminated as per terms of this Agreement.
2. This Agreement may be terminated by Paytm, with immediate effect:
 1. if Seller are in breach of any of its obligations, representations or warranties, or any other material terms as contained in this Agreement and/or any of the Paytm Policies;
 2. if a petition for relief under any bankruptcy or insolvency is filed by or against Seller or Seller makes an assignment for the benefit of the creditors, or a receiver or an administrative receiver or administrator is appointed.
3. Paytm also has the right to suspend Seller's access to the Seller Panel (instead of terminating the Agreement) for any period of time (during which time period Seller shall not be permitted to sell Seller's Products on the Platform) on the occurrence of any of the termination triggers specified in Clause 15.1 above or without any reason as stated in 15.1(ii) above.
4. Notwithstanding anything contained under this Agreement, any Party may terminate this Agreement for convenience upon thirty (30) day written notice to other Party.
5. On termination of this Agreement:
 1. Paytm will, with immediate effect, block Seller's access to the Platform and consequently, Seller shall not be able to offer any Products to the Buyers thereafter and shall not have the right to re-register himself /itself as a Seller on the Platform at any time after such termination, unless Paytm, in its discretion, permits such re-registration;
 2. Seller shall return to Paytm all the confidential information of Paytm and all other properties and materials belonging to Paytm. Where the confidential information cannot be returned in material form, Seller shall destroy all of Paytm's confidential information and shall provide Paytm with a certificate of destruction with respect to the same.
6. It is agreed that such provisions and obligations which, by their very nature, survive the termination of this Agreement, shall continue to be binding on the Parties.
7. On the termination of the Agreement, Seller will be entitled to only the Seller Proceeds which have become due to Seller on account of any purchase of the Products, made through the Platform, prior to the date of termination of this Agreement. Paytm shall be entitled to adjust any monies, due from Seller to Paytm till the date of termination, from the Seller Proceeds payable to Seller on termination.

8. Without prejudice of the foregoing, the termination of this Agreement pursuant to any of the provisions contained herein above shall not limit or otherwise affect any other remedy (including a claim for damages), which either Party may have, arising out of the event which gave rise to the right of termination.

GENERAL TERMS

1. **DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION:** If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with, or arising out of, this Agreement, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) to be adjudicated by a sole arbitrator to be appointed by Paytm. Arbitration shall be held at New Delhi, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties. The Agreement shall be governed by and construed in accordance with the laws of India. The courts of New Delhi, India, shall have exclusive jurisdiction in connection with this Agreement.
2. **CONFIDENTIALITY:** The parties shall not at any time divulge, or allow to be divulged to any person, any Confidential Information unless the said information comes in public domain without breach by either Party however, no party shall be precluded from disclosing any information to the extent required in the legal proceedings. Confidential information would include but not be limited to Buyer details, market information, all work Products and documents related thereto, the contents of the Platform or any other information which is treated as confidential by Paytm, and any other information, whether oral or in writing, received or to be received by Seller which is agreed to be treated under the same terms, whether expressly or by implication. The obligations under this Clause shall survive the termination of this Agreement
3. **FORCE MAJEURE:** No Party shall be liable for failure to perform its obligations due to Force Majeure.
4. **NOTICES:** to be served by email or post to the addresses as stated above.
5. **ASSIGNMENT:** Parties shall not have the right to assign this Agreement except assigned to affiliates.
6. **MODIFICATION:** Shall be effective or binding if agreed in writing by authorized representatives.
7. **EXCLUSIVITY:** Non Exclusive. However, if Seller enters into an agreement with other website or platform upon expiry of the exclusivity period, Seller will inform Paytm 20 (twenty) days in advance before entering into any such arrangement.
8. **RELATIONSHIP:** Principal to Principal basis and shall not be construed or deemed to create any association, partnership or joint venture or employer-employee relationship in any manner.
9. **ENTIRE AGREEMENT:** This Agreement, including Annexure and T & C added from time to time, shall constitute entire and final agreement between Seller and One97 with respect to the subject matter covered herein.
10. **SURVIVAL:** Any and all obligations under this Agreement which, by their very nature should reasonably survive the termination or expiration of this Agreement, will so survive
11. **SEVERABILITY:** If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision of the agreement will not affect the validity or enforceability of the remaining provisions of this Agreement.
12. **NON WAIVER:** No waiver, by either party, of any provision of this Agreement shall, in any event, become effective unless the same is in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.
13. **RECORDS:** Seller agrees that at all times during the term of this Agreement, shall maintain appropriate records relating to transactions covered under this agreement and shall allow One97 to examine, inspect, audit, and review all such records and any source document pertaining to the transaction covered under this Agreement upon written notice to Seller at least five (5) business days prior notice.
14. **AMENDMENT:** Paytm may amend the terms and conditions of this Agreement including the Commercial Term Segment and the Paytm Policies at any time in its sole discretion by intimating Seller by way of notification on the Seller Panel and/or by sending an email to the email ID provided in the Seller Registration Form. It is Seller's responsibility to review amendment notifications from time to time. Seller will be deemed to have accepted such amendments, if you continue to access the Platform/Seller Panel after the amendments are notified by Paytm. If any terms of this agreement conflict with any other document/electronic record, the terms and conditions of this agreement shall prevail, until further change / modifications are notified by Paytm.

15. **COMMUNICATION:** Merchant gives explicitly consent and allows Paytm to send the messages/ communication on email or mobile from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Paytm

By: _____

Name: _____

Title: _____

Date: _____

Seller

By: _____

Name: _____

Title: _____

Date: _____

Annexure 1

(i) Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services; (ii) Alcohol which includes Alcohol or alcoholic beverages such as beer, liquor, wine, or champagne; Body parts which includes organs or other body parts; (iv) Bulk marketing tools which includes email lists, software, or other products enabling unsolicited email messages (Spam); (v) Cable descramblers and black boxes which includes devices intended to obtain cable and satellite signals for free; (vi) Child pornography which includes pornographic materials involving minors; (vii) Copyright unlocking devices which includes Mod chips or other devices designed to circumvent copyright protection; (viii) Copyrighted media, which includes unauthorized copies of books, music, movies, and other licensed or protected materials; (ix) Copyrighted software, which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software; (x) Counterfeit and unauthorized goods which includes replicas or imitations of designer goods; items without a celebrity endorsement that would normally require such an association; fake autographs, counterfeit stamps, and other potentially unauthorized goods; (xi) Drugs and drug paraphernalia which includes illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms; (xii) Drug test circumvention aids which includes drug cleansing shakes, urine test additives, and related items; (xiii) Endangered species, which includes plants, animals or other organisms (including product derivatives) in danger of extinction; (xiv) Gaming/gambling which includes lottery tickets, sports bets, memberships/ enrolment in online gambling sites, and related content;

Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles; (xv) Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property; (xvi) Illegal goods, which includes materials, products, or information promoting illegal goods or enabling illegal acts; (xvii) Miracle cures which includes unsubstantiated cures, remedies or other items marketed as quick health fixes; (xviii) Offensive goods, which includes literature, products or other materials that: a) Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors b) Encourage or incite violent acts c) Promote intolerance or hatred;

(xix) Offensive goods, crime that includes crime scene photos or items, such as personal belongings, associated with criminals; (xxi) Prescription drugs or herbal drugs or any kind of online pharmacies which includes drugs or other products requiring a prescription by a licensed medical practitioner; (xxii) Pyrotechnic devices and hazardous materials which includes fireworks and related goods; toxic, flammable, and radioactive materials and substances; (xxiii) Regulated goods which includes air bags; batteries containing mercury; Freon or similar substances/refrigerants; chemical/industrial solvents; government uniforms; car titles; license plates; police badges and law enforcement equipment; lock-picking devices; pesticides; postage meters; recalled items; slot machines; surveillance equipment; goods regulated by government or other agency specifications; (xxiv) Securities, which includes stocks, bonds, or related financial products; (xxv) Tobacco and cigarettes which includes cigarettes, cigars, chewing tobacco, and related products; (xxvi) Traffic devices, which includes radar detectors/hammers, license plate covers, traffic signal changers, and related products; (xxvii) Weapons which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments; (xxix) Wholesale currency, which includes discounted currencies or currency, exchanges; (xxx) Live animals; (xxxi) Multi Level marketing collection fees; (xxxii) Matrix sites or sites using a matrix scheme approach; (xxxiii) Work-at-home information; (xxxiv) Drop-shipped merchandise; (xxxv) Collecting and effecting / remitting payments directly /indirectly outside India in any form towards overseas foreign exchange trading through electronic/internet trading portals; and (xxxvi) Any product or service, which is not in compliance with all applicable laws and regulations whether federal, state, local or international including the all laws of India.

Commercials Term Segment

Commissions and Fees:

- 1) One time Registration Fees: Nil
- 2) Listing Fees: Nil
- 3) Cataloging Fees: Nil

4) Marketing and other Fees: Seller shall pay marketing fees to One97 as per the below table on LMD (Last Mile Delivery) model:

Category	Brands	Marketing Fee*	Payment Collection fee*

* Fees is inclusive of Service Tax

- 5) Cataloging Fees: Nil
- 6) Packing Service charges : packing service rate cards will be shared with seller from time to time
- 7) Reverse Logistics Cost: The Seller shall be charged Reverse Logistics Cost at the rate of Rs. 60/- plus Service Tax per 500 gm for all the returned/reverse order by Paytm.
- 8) Cancellation, refund and replacement
Further in case of order cancellation, refund, replacement of product due to any reason as mentioned in agreement or below mentioned table, Seller shall be liable to pay charges as per the below mentioned table:

Sr. No.	Particulars	Marketing Fees	Payment Collection Charges	Customer Retention Charges
1	Vendor related cancellation: Out of Stock, Cancellation due to breach in shipping days	To be borne by Seller	To be borne by Seller	NA
2	Damaged/ Defective/ Wrong SKU shipment	To be borne by Seller	To be borne by Seller	10% of Selling Price
3	Refund/ Replacement in case of wrong size, color issues	NA	NA	NA
4	Post Shipment return upto a period of 30 days from delivery, because of product quality issue	To be borne by Seller	To be borne by Seller	10% of Selling Price