

CLIENT AGREEMENT

This CLIENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on the 10/9/2023, (hereinafter referred to as "Effective Date") by and between:

Yexah Ventures Private Limited a private limited company incorporated under the Companies Act, 2013, having its registered office at 91 Springboard, 1st Floor Gopala Krishna Complex, No. 45/3 Residency Road, M G Road Museum Road, Bangalore: 560025 (hereinafter referred to as the "Yexah", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the FIRST PART;

AND

ahah, located at undefined, (hereinafter referred to as the "Client", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the SECOND PART.

Yexah and Client shall hereinafter be individually referred to as "Party" and collectively referred to as "Parties", as the context may deem fit.

WHEREAS:

1 Yexah is a B2B online web portal, inter alia, engaged in the business of offering curated deals that can be embedded through an easy plug and play API structure.

2 Client has approached Yexah to access such curated deals offered via Yexah's single unified platform ("Platform"). Such curated deals availed by the Client shall be listed under Client's profile on the Platform from time to time.

3 The Parties are now entering into this Agreement to formalise the terms of the arrangement between the Parties and for regulating the relationship of the Parties, their inter-se rights and obligations with respect to each other as per the terms and conditions mutually agreed and set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1 DEFINITIONS AND INTERPRETATION

1.1

DefinationAs used in this Agreement, the terms and expressions when used with capitalized first letter shall, unless the context otherwise requires, have the meaning assigned to them in this Clause below and all capitalised terms not defined in this Clause shall have the meaning assigned to them in the other parts of this Agreement when defined for use in bold letters enclosed within quotes (""):

1.1.1 Agreement means this client agreement, as amended in writing from time to time in accordance with the provisions hereof and shall include all the schedules and/or annexures attached to this Agreement.

1.1.2 Applicable means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any governmental authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing, or which is generally followed, by any governmental authority having jurisdiction, applicable to the Parties, in force, from time to time, wherever the Parties conduct their respective businesses.

1.1.3 Api means application programming interface.

1.1.4 Availed third-party offering(s) means as the term as defined in Clause 2.3 of the Agreement.

1.1.5

Confidential Information shall mean all non-public, commercially proprietary or sensitive information relating to the development, utility, operation, functionality, performance, cost, present and proposed businesses, formulae, ideas, strategies, techniques, policy, data of the disclosing Party including but not limited to personal information, commercial, technical and artistic information relating to the disclosing Party's establishment, maintenance, marketing and promotion of its own services, experimental work, customers, financial information, marketing plans, business plans, project plans, information relating to sales, costs, operating income, software, technology, methods, data, files, or other materials provided by the disclosing Party in any form or medium, tangible or intangible, either orally, in writing or in machine readable form or through visual observation or learnt or accessed by any other means by the receiving Party, whether or not identified as "confidential" or "proprietary" or similar designation expressly. Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained. The recipient will however be able to use collaterals for branding or marketing purposes only after prior written approval has been provided by the disclosing Party. For avoidance of doubt, the term "Confidential Information" means (i) the terms and conditions of this Agreement inclusive of but not limited to any other prior confidential agreement whether explicit or implied by terms and relationship of Party with Yexah and its stated or present functions, that is subsisting on the date of this Agreement "Yexah's business plans, strategies, methods and/or practices" any information relating to Yexah or its business that is not generally known to the public, including, but not limited to information about Yexah's personnel, products, customers, marketing strategies, services or future business plans, and (iv) process information defined as data/test data/reports/studies in-house or contracted/details/quantified steps/process details whether affixed on paper or transferred by way of oral and/or practical instruction with reference to any product which Yexah may own or be associated with.

1.1.6

Dashboard means a tab available on the Client's Account on the Platform.

1.1.7

Disclosing Party means the term as defined in Clause 5.1 of the Agreement.

1.1.8

Force Majeure Events shall mean and include the following events, where such events impact the ability of either Party to fulfill their obligations under this Agreement, which includes wars, hostilities, acts of sabotage, revolutions, insurrection, riots, embargoes, government actions, fire, earthquakes, storms, lightning, floods, epidemics, pandemic, strikes, lock-outs, lock down imposed by the government or other acts of God beyond the reasonable control of a Party.

1.1.9

Indemnified Party means the term as defined in Clause 7.1 of the Agreement.

1.1.10

Indemnifying Party means the term as defined in Clause 7.1 of the Agreement.

1.1.11

Losses shall mean obligations, losses, damages, penalties, claims, actions, causes of action, suits, judgments, settlements, out-of-pocket costs, expenses, and disbursements (including, but not limited to, reasonable costs of investigation, and reasonable attorneys', accountants' and expert witnesses' fees) of whatever kind and nature arising by reason of any act, omission, matter, or event relating to this Agreement, or arising out of any default or breach thereof.

1.1.12

Payment Terms means the term as defined in Clause 3.1 of the Agreement.

1.1.13

Privacy Policy means the privacy policy available on the website of Yexah at <http://www.yexah.com/privacypolicy>.

1.1.14

Receiving Party means the term as defined in Clause 5.1 of the Agreement.

1.1.15

Term means the term as defined in Clause 9.1 of the Agreement.

1.1.16

Terms of use means the terms of use available on the website of Yexah at <http://www.yexah.com/termsofuse>

1.1.17

Third-Party Offering(s) means the term as defined in Clause 7.1 of the Agreement.

1.1.18

Third-Party Service Provider means a merchant listed on the Platform from whom the Client has Availed Third-Party Offering(s).

1.2

Interpretation: In this Agreement (including in the recitals above and the schedules hereto), except where the context otherwise requires, the terms set out below shall have the following meaning:

1.2.1

the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Agreement;

1.2.2

any reference to any enactment, rule, regulation, notification, the circular or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated, or re-enacted (with or without modification) and includes all instruments or orders made under such enactment;

1.2.3

words in the singular shall include the plural and vice versa;

1.2.4

any reference to Clause or Schedule shall be deemed to be a reference to a Clause or Schedule of this Agreement;

1.2.5

the terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used in this Agreement mean and refer to this Agreement and not to any particular Clause of this Agreement;

1.2.6

wherever the word “include,” “includes,” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation”;

1.2.7

references to an “agreement” or “document” shall be construed as a reference to such agreement or document as the same may have been amended, varied, supplemented, or novated in writing at the relevant time in accordance with the requirements of such agreement or document and, if applicable, of this Agreement with respect to amendments;

1.2.8

reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the Effective Date) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;

1.2.9

the recitals and schedules form an integral part of this Agreement; and

1.2.10

time is of the essence in the performance of the respective Party’s obligations under the terms of this Agreement. If any time period specified herein is extended, then such extended time shall also be construed to be of the essence.

2TERMS AND CONDITIONS

2.1

Client through the Platform may select, place a request and select a price point for any Third-Party Offering(s) as available on the Platform.

2.2

Third-Party Service Provider shall provide either an acceptance or rejection of such request to the Client within [7 days] from the receipt of such request.

2.3

The terms and conditions under this Agreement shall be applicable to the Parties once Third-Party Service Provider accepts the Client's request as provided in Clause 2.1 in relation to the Third-Party Offerings ("Availed Third-Party Offerings").

2.4

Client shall make the payment to Yexah for the Availed Third-Party Offering(s) in accordance with Clause 3 of the Agreement, provided hereinbelow.

3

PAYMENT AND REFUND TERMS }

3.1

Client shall pay Yexah for the Availed Third-Party Offering(s) in accordance with the payment terms agreed between the Third Party Service Provider and the Client basis the payment terms provided in Annexure A of the Agreement ("Payment Terms").

3.2

In scenarios where, Client raises a refund request in relation to the Availed Third-Party Offering(s) or to be availed Third Party Offering(s), the same shall be in accordance with the refund provisions provided in the Payment Terms.

3.3

Once the refund request is approved by the Third-Party Service Provider as per the Payment Terms, Yexah shall refund the amount to the Client within 30 (thirty) days from such approval.

4 ACKNOWLEDGMENT BY THE CLIENT

4.1

Client agrees and acknowledges, that Yexah is merely an intermediary between the Client and the Third-Party Service Provider(s).

4.2

Client agrees and acknowledges that it/he/she shall comply with Yexah's Privacy Policy and Terms of Use.

4.3

4.3.Client agrees and acknowledges that he/she/it is not a customer to Yexah pursuant to the Availed Third-Party Offering(s) under this Agreement. Further, the Client agrees not to bring any claims against Yexah for any loss or damages that arise or in relation to or in connection with the Availed Third-Party Offering(s).

4.3

4.3.Client agrees and acknowledges that he/she/it is not a customer to Yexah pursuant to the Availed Third-Party Offering(s) under this Agreement. Further, the Client agrees not to bring any claims against Yexah for any loss or damages that arise or in relation to or in connection with the Availed Third-Party Offering(s).

5 CONFIDENTIALITY

5.1

The Party disclosing the information ("Disclosing Party") may from time to time during the Term of this Agreement disclose to the other Party ("Receiving Party") certain Confidential Information.

The Receiving Party shall: (a) keep confidential the Confidential Information and not disclose the same to any third party or use the same for the Receiving Party's benefit or for the benefit of any third party, except as expressly permitted by the Agreement or except with the prior written consent of the Disclosing Party; (b) protect the Confidential Information received with all reasonable care so as to ensure that the same does not fall into the hands of third parties or is not put to unauthorized use; (c) not reproduce in any form the Confidential Information except with the prior written consent of the Disclosing Party. Further, the Receiving Party shall take steps to immediately notify the Disclosing Party of any infringement or illegal use of the Confidential Information or if it detects or suspects actual or threatened disclosure of any Confidential Information to any unauthorized person in violation of this Clause or if it otherwise detects or suspects that Confidential Information disclosed under this Agreement is likely to be used other than for the performance of the services or is lost or unaccounted for and also will reasonably co-operate with the Disclosing Party in any investigation of, or action against, unauthorized disclosure and/or misuse of Confidential Information.

5.2

The obligations of confidentiality stipulated in this Clause shall not apply to any information that: (a) was known to any of the Parties prior to its disclosure by the Disclosing Party; or (b) has become generally available to the public (other than by virtue of its disclosure by the other Party); or (c) if required to be disclosed pursuant to the requirements of any Applicable Law or governmental authority; or (d) that is received from a third party, not being the other Party, who has lawfully acquired it and who is under no obligation to restrict its disclosure.

5.3

Confidentiality obligation under Clause 5 shall be read along with the confidentiality obligation provided in the Privacy Policy and Terms of Use.

6

REPRESENTATIONS AND WARRANTIES

6.1

Each Party represents and warrants to the other that:

6.1.2

this Agreement creates a valid legal and binding obligation on the Parties and they are not specifically debarred from entering into this Agreement by any provision of Applicable Laws; and

6.1.3

this Agreement creates a valid legal and binding obligation on the Parties and they are not specifically debarred from entering into this Agreement by any provision of Applicable Laws; and

6.2

6.2. Each Party acknowledges that the other Party is entering into this Agreement relying on the representations and warranties contained in this Clause 6.

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6.2. Each Party acknowledges that the other Party is entering into this Agreement relying on the representations and warranties contained in this Clause 6.

7

INDEMNIFICATION

7.1

Client ("Indemnifying Party") hereby undertakes to indemnify, hold harmless and keep Yexah ("Indemnified Party") indemnified against any Losses, claims, costs and damages, actions, and expenses (excluding legal fees) which are incurred by the Indemnified Party due to:

7.1.1

breach of the representations and warranties under this Agreement; or

7.1.2

failure to perform any covenant, obligation, or undertaking under this Agreement; or

7.1.3

7.1.3.breach or violation of any Applicable Law by the Parties; or

7.1.4

gross negligence, wilful misconduct or fraud by either of the Party

7.2

Client agrees and acknowledges that there shall be no indemnification provided by Yexah in relation to any Losses, claims, costs and damages, actions and expenses due to the Aailed Third-Party Offering(s).

8

DISCLAIMER OF WARRANTY

8.1

THE THIRD-PARTY OFFERING(S) AND DATA ON THE PLATFORM ARE PROVIDED BY YEXAH ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. YEXAH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PLATFORM AND THIRD-PARTY OFFERING(S).

8.2

NEITHER YEXAH NOR ANY PERSON ASSOCIATED WITH YEXAH MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE THIRD-PARTY OFFERING(S) ON THE PLATFORM. NEITHER YEXAH NOR ANY PERSON ASSOCIATED WITH THE YEXAH REPRESENTS THAT THE THIRD-PARTY OFFERING(S) ON THE PLATFORM SHALL BE RELIABLE, ERROR-FREE, OR UNINTERRUPTED, DEFECTS-FREE.

8.3

YEXAH HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. YEXAH SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, OR CLAIMS BY THE CLIENT IN THIS REGARD.

9

TERM AND TERMINATION

9.1

This Agreement shall be valid for a timeframe prescribed by the Third-Party Service Provider and shall be available on the Platform ("Term").

9.2

This Agreement shall be valid for a timeframe prescribed by the Third-Party Service Provider and shall be available on the Platform ("Term").

9.3

Termination for Cause by Yexah: This Agreement may be terminated by Yexah, immediately: (a) upon breach of any material terms of the Agreement, including, inter alia, breach or non-compliance with the confidentiality provisions of this Agreement, the representations and warranties, as set out herein, by giving a prior written notice of 7 (Seven) days to the Third Party Service Provider to cure or remedy such breach or defect and such breach or defect is not remedied within the aforesaid cure period; (b) if the Client is declared bankrupt or insolvent, assigns all or a substantial part of its business or assets for the benefit of creditors, becomes subject to any legal proceeding relating to insolvency or the protection of creditors' rights or otherwise ceases to conduct business in the normal course; (c) the Client is in any breach or any non-compliance with, any Applicable Laws in respect of performance provided under this Agreement; and/or (d) the Client carries out or permits to be carried out an illegal or unethical or illegal activity which would, in the opinion of Yexah, bring Yexah or its goodwill or reputation into bad repute.

10

MISCELLANEOUS

10.1

Assignment : Parties shall not be entitled to assign any of its rights, benefits, or obligations under this Agreement without the prior written approval of the other Party.

10.2

Force Majeure:

10.2.1

Neither Party shall be considered in default of performance of its obligations under the terms of this Agreement, if such performance is prevented or delayed due to or attributable to or arises out of any Force Majeure Event, provided that notices in writing of any Force Majeure Event is given by the affected Party as soon as possible upon the occurrence of such Force Majeure Event and in any event within 14 (Fourteen) days from the happening of the Force Majeure Event, and in case it is not possible to serve the notice within the said 14 (Fourteen) days period, then within the shortest possible period thereafter without delay.

10.2.2

The affected Party shall continue to perform those obligations under this Agreement, which are not affected by the Force Majeure Event. The affected Party will be excused from further performance or observance of obligation(s) so affected by the Force Majeure Event for as long as such circumstances prevail and such Party continues to use reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay.

10.2.3

As soon as the cause of Force Majeure has been removed, the Party whose liability to perform its obligation has been affected, shall recommence performance or observance of obligation(s) so affected and shall notify the other Party of the same.

10.3

Governing Law and Jurisdiction: The Agreement shall be governed by and construed in

accordance with the laws of India and subject to Clause 10.4 below, the courts at Bangalore, India shall have exclusive jurisdiction on the matters arising from this Agreement, without regard to the principles of conflicts of laws.

10.4

Dispute Resolution:

10.4.1

In the event any dispute or differences arises in connection with the interpretation, implementation or purported termination of this Agreement as specified above, all such disputes shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and under the rules enacted thereunder, including any amendments thereof.

10.4.2

The proceedings of the arbitration shall be conducted in English language. The seat and venue for such arbitration shall be Bangalore. The arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.

10.5

Severability: If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Applicable Laws, the legality, validity and enforceability of such provision under the Applicable Laws, and of the remaining provisions of this Agreement, shall not be affected or impaired thereby.

10.5

Severability: If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Applicable Laws, the legality, validity and enforceability of such provision under the Applicable Laws, and of the remaining provisions of this Agreement, shall not be affected or impaired thereby.

10.6

Waiver: Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by each of the Parties.

10.7

Notices: Any notice or other communication under this Agreement shall be in writing and shall be sent by registered mail, or courier service, addressed to the Party for whom intended at its address set forth below, or to such other address as such Party shall have designated by notice to the other in the manner herein prescribed. Any such notice, etc. shall be deemed given when delivered or refused or when delivery is attempted on a business day.

If to Yexah:

Attention: Head of Client Services

Address: 91 Springboard, 1st Floor Gopala Krishna Complex, No 45/3 Residency Road, M G Road Museum Road, Bangalore: 560025

Email: customersupport@yexah.com

If to the Client:

Attention: [%iXXXX],
Address: undefined,
Email: ahah,

Any of the Parties hereto may, from time to time, change their address or representative for receipt of notices provided for in this Agreement by giving to the other not less than 15 (Fifteen) days prior written notice.

10.8

Whole Agreement and Amendment: This Agreement including the annexures constitutes the whole agreement between the Parties in relation to the services and it is expressly declared that no variation hereof shall be effective unless mutually agreed to by the Parties in writing. Parties agree that any amendment in the annexures in relation to the services and the payment schedule, that is mutually agreed between the Parties, shall be construed to be a part of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

Any changes in the scope shall only be effected if such change(s) is mutually accepted by both Parties. Such change(s) may entail revising the commercials and timelines, which shall be mutually decided between the Parties.

Yexah through its authorized signatory	The Client
Name: sjjsjs	Name: ahah
Designation: hhsh	Designation: hhsh

Date: 10/9/2023

Time: 11:21:45 AM