

Brand Partners

Please read these Terms & Conditions carefully as they contain important information about legal rights, remedies and obligations. By accessing or using the CLOCK Platform, you agree to comply with and be bound by these Terms of Service.

1. TERMS OF SERVICE

- These Terms of Service ("Terms") constitute a legally binding agreement ("Agreement") between Brand Partner and Aaram Networks Private Limited (hereinafter referred to as "CLOCK") governing access to and use of the CLOCK website, including any sub-domains thereof, and any other websites through which CLOCK makes the CLOCK Services available (collectively, "Site"), our mobile, tablet and other smart devices and applications, and application program interfaces (collectively, "Application") and all associated services (collectively, "CLOCK Services").
- The Site, Application and CLOCK Services together are hereinafter collectively referred to as the "CLOCK Platform". Your use of the Website, Application and/or agreement signed (either electronically or otherwise) is an acknowledgment that you have reviewed the Terms and Conditions listed at CLOCK Platform and agree to comply with these Terms.
- CLOCK reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the CLOCK Platform. We will also provide you with notice of the modifications by email when they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect.
- If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the CLOCK Platform will constitute acceptance of the revised Terms. The term Brand Partner denotes fashion brands who have established a fixed brand stores/shops/outlets either

owned directly by the brand or through third party franchise (held valid by a “franchise agreement”), the Brand Partners also include fashion retail aggregators who sell the products of other fashion brands under their own brand name (based on a valid legal “business contract”) and other legally registered fashion boutiques that is engaged in the provision of sale of fashion products through stores/shops/outlets under their unique brand name.

2. INTELLECTUAL PROPERTY

- By investing considerable amount of time and money, the CLOCK Platform has developed a unique and distinctive system of creating a network by connecting high quality clothing and other fashion accessories in retail fashion stores/shops/outlets of our Brand Partner (collectively known as “Products”) to potential customers in a large scale under the mark “CLOCK” and other associated logos, designs and brands (collectively known as “Marks”), while each Brand Partner in the network continues to be an independent entity having an independent business which continue to provide services to their customers under their respective and distinct brand name/ logo/ name of establishment.
- The system includes proprietary and distinctive techniques, technology, training methods, operating methods, designs and decor, uniform apparel, color schemes, furnishings, marketing materials, promotional strategies, and customer service requirements (“Know-How”), all of which may be modified from time to time by CLOCK Platform, and which are directed towards promoting the network of Brand Partners in a manner that will enhance the goodwill associated therewith.
- CLOCK Platform connects retail stores of high quality fashion brands and boutiques (hereinafter referred to as Business Outlets) or helps existing service and production centers falling under the above description to implement systems to enable them to transform into Business Outlets functioning with the prescribed

standards that is expected from a CLOCK Platform - affiliated Business Outlet. The standards to comply for a CLOCK Platform - affiliated Business Outlet are provided in Annexure – 1 of this agreement.

- Upon being satisfied that a Business Outlet meets the standards prescribed by the CLOCK Platform, CLOCK Platform lists and promotes the Business Outlet as “CLOCK”. CLOCK Platform acknowledges that the Brand Partner may, for its promotional purposes, need to highlight that it is a part of the network of Business Outlet to which CLOCK Platform provides its services and strictly to that end, CLOCK Platform authorizes the Brand Partner to use the Marks.
- The Brand Partner undertakes not to do anything to prejudice or damage the goodwill in the Marks or the reputation of CLOCK Platform. If the Brand Partner becomes aware of any infringement of the Marks by any other party trading with marks similar or identical to the Marks of the CLOCK Platform, the Brand Partner shall immediately notify the CLOCK Platform thereof in writing.
- The Brand Partner agrees to protect the CLOCK Platform’s intellectual property rights and in order to maintain the common identity and reputation of the network; the Brand Partner must comply with quality specifications laid down by CLOCK Platform from time to time. Any breach by the Brand Partner in this respect, thereof may cause irreparable harm and injury to CLOCK Platform and its intellectual property. (notification & termination)
- The Brand Partner shall use all reasonable endeavors to conceive and develop new and improved methods of carrying out the Business and improvements in operating procedure and other additions or modifications to the existing technology and Know-How of CLOCK Platform (hereinafter referred to as “Improvements”).

- The Brand Partner agrees to fully disclose any new methods that can significantly improve the way of conducting business activities to CLOCK Platform and the CLOCK Platform shall determine the feasibility and desirability of incorporating them into CLOCK Platform's existing technology and Know-How. The Brand Partner shall transfer all rights in any such improvement to the CLOCK Platform without any consideration.

3. TERMS OF OPERATION

A. USE OF CLOCK PLATFORM & INTELLECTUAL PROPERTY

- CLOCK Platform grants to the Brand Partner during the period of this Agreement and subject to the terms and conditions hereof the permission to
 - Utilize the Know-How and
 - Be listed on CLOCK Platform or any other online website, as may be expressly permitted by CLOCK Platform in writing, to market or promote their products as the Brand Partner by associating with the Marks of "CLOCK Platform".
- The Brand Partner undertakes that it will list 100% of all different products in inventory, on the CLOCK Platform at any given point of time by making sure that information on newly introduced products are updated regularly. The Brand Partner also acknowledges that in order to facilitate the completion of CLOCK Platform's obligations under this Agreement and other similar agreements, CLOCK Platform has the right to list all Brand Partners within the network of CLOCK Platform as "CLOCK" on the CLOCK Platform; this is irrespective of the fact that the Brand Partner provides its products to customers (whether attracted through CLOCK Platform or in any other manner) independently, under its own brand name.
- All operating costs, including the cost of employees, manpower, consumables, utilities, rents, taxes etc. shall be the sole responsibility of the Brand Partner.

B. SERVICE & PLATFORM FEES

- CLOCK Platform shall be entitled for fees (hereinafter, "Service Fees") for providing the CLOCK Services to the Brand Partners. This Service fees shall be exclusive of all taxes applicable on such transaction and shall be charged in the following manner —

- **Subscription Fee** that are paid by all individual stores/shops/outlets of our Brand Partners for becoming a member in the CLOCK Platform. The following are the two categories of Subscription available for all the aforementioned Brand Partners.

Brand Partners with a maximum of only three outlets all around the globe are categorized under Preferred Partner, while those with more than three outlets are considered to be the Essential Partner.

A. Essential Partner:

The Essential Partner plan in the CLOCK Platform will be applicable for all Brand Partners with three or more retail stores/shop/outlets. As a part of the Essential Partner plan, we support these established Brand Partners to make the most out of the Digital-Retailing infrastructure in order to grow their business into new heights. Some of the numerous benefits enjoyed by the Brand Partners as a part of the Essential Partner plan are:

- Enhanced Market Visibility by providing a widespread reach to their products, thereby increasing their customer base.
- The Brand Partners will be better-equipped to thrive in the competitive market.
- Providing an avenue to modify / alter the prices set for the services provided by the Brand Partners so as to better adapt themselves to the changing market conditions and cater to the surge in demand and ensure a proactive approach to retain their market visibility at the time of demand drops.
- The Brand Partners are provided a space to showcase their products and highlight their latest offers formulated for the customers in the form of a

Brand Partners Profile page in theCLOCK Platform which in turn will create a digital storefront for the Brand Partners thus ensuring a wider social visibility and marketing bandwidth.

- The Brand Partners will be provided with a feature-laden 'Business Development Suite' for every individual store/shop/outlet that can be integrated to enhance their managing functionality by making available to them a plethora of informational and reporting tools which will provide them with a Bird's Eye View of the management of the business that is flowing through CLOCK Platform as well as detailed analysis of the Customer Walk-in frequency, Mean Spending capacity and Customer-wise and Product-wise revenue inflow.
- The Brand Partners will be offered options to advertise and promote their stores/shops/outlets and also the products listed in them for a fees (hereinafter, "Advertisement Fees"). This will enhance the visibility of the Brand Partner and their products in the CLOCK Platform and will in turn project the Channel Partner's business amongst a larger Customer Base. This will provide a wider market bandwidth for the Essential Partners.
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4. CONFIDENTIALITY

- All documents, instructions, details collected under this Agreement including the customer's personal data, brand standards, operating standards, technology, systems, training manuals, financial details, terms of this Agreement, account and sales information etc., shall be considered as secret and confidential information and the Brand Partners undertakes not to copy or disclose any of its contents or concepts to any other party and not to make any director indirect use thereof except as required for due performance under this Agreement.
- This Agreement is confidential in nature and shall not be disclosed by the Parties to any other third person except as otherwise required by law. During the performance of its obligations under this Agreement, the Brand Partner and its employees, officers, agents, proprietors, directors, shareholders,

stakeholders (collectively "Representatives") may have access to the confidential information of CLOCK Platform, which shall be kept fully confidential by the Brand Partner and its Representatives.

- The Brand Partner shall execute necessary Non-Disclosure Agreement (NDA) with its Representatives and take any other reasonable steps that would protect such confidential information. The obligation under this provision shall survive termination or expiration of this Agreement.

5. TAXES

- Each Party with respect to the services rendered in its individual capacity would be solely responsible for compliance of all applicable laws and payment of all applicable taxes, cess or duties as may be required. Service fees charged by CLOCK Platform to Brand Partners for providing Services shall be exclusive of all taxes applicable on such transaction.
- In this regard it is further clarified that the Brand Partners is solely responsible for providing Sales and/or Services to the customers on commercial basis and hence shall be solely responsible to pay appropriate taxes, cess or duties that may be levied on purchase or sale of goods and other ancillary services.
- In the event CLOCK Platform is made liable to pay any tax under any law for the time being in force applicable on "Brand Partner", then Parties agree that CLOCK Platform shall have a right to recover the same from the Brand Partner before or after the afore-mentioned liability is remitted to the concerned Government. The Brand Partner shall pay such amount without any demur or protest. CLOCK Platform may furnish certificate / document to demonstrate such claim for payment and proof of deposit of such tax from time to time.

6. EXCLUSIVITY

- The Brand Partner shall not during the period of its Agreement with CLOCK Platform, enter into any agreement directly or indirectly to engage with online aggregators in any manner for or in relation to selling / marketing / promoting their business at the Business Outlet. Provided, however that the Brand Partner

may continue to sell / promote their services and products either directly or through any other business partner, service provider (other than specifically named above) for marketing or booking services through online or offline channel with prior written consent of CLOCK Platform.

- Notwithstanding anything stated herein, if the Brand Partner defaults / breaches its obligation under this clause then the Brand Partner shall be deemed to have breached a material obligation and shall be liable to pay liquidated damages as may be determined by CLOCK Platform. Breach of obligation under this clause shall be deemed to be a breach of material obligation and in addition to the remedies provided above, CLOCK Platform shall have a right to terminate its Agreement with the Brand Partner.

7. RIGHT TO INSPECT

- This part of the agreement (**RIGHT TO INSPECT**) is only applicable for all Brand Partners who are categorized under Preferred Partner.
- CLOCK Platform shall have a right to undertake periodic audits / surprise checks to ensure that the Brand Partner is adhering to the standards of CLOCK Platform from time to time. CLOCK Platform shall have a right to conduct such audit without prior notice and through mystery customers.
- The Brand Partner shall not object to such audits and challenge the findings based on the fact that no prior notice was given for such audit. CLOCK Platform shall have a right to review the Customer Records of the Brand Partner. The Brand Partner shall co-operate during such audit and provide necessary and correct information.

8. ASSIGNMENT

- The Brand Partner shall not assign this Agreement to any third party without CLOCK Platform's prior written consent. In the event there is a change in the control or management of the Brand Partner, the Brand Partner shall inform CLOCK Platform in writing and CLOCK Platform shall be entitled to terminate the Agreement with immediate notice in such case.

- In case of sale of business or transfer of ownership, the owner or the shareholder of the Brand Partner shall ensure that the intended purchaser of the business agrees to adhere to the terms of this Agreement. CLOCK Platform shall not be under any obligation to abide by this Agreement, unless the Agreement is novated.
- If the Brand Partner intends to change the ownership structure of his trading style to a partnership or to a limited company or in any other manner it is agreed that any such intended change shall be deemed to be an assignment of this Agreement; CLOCK Platform shall be entitled to assign the benefit of this Agreement to any other party at any time and shall inform the Brand Partner thereof within a reasonable time thereafter.
- If the Brand Partner intends to change or modify the brand name, or change any other information in regards to the brand's place of operation like address, contact information etc., it is agreed that all such changes will be made after providing a prior written consent to the CLOCK Platform.

9. TERM AND TERMINATION

- The term of this Agreement shall be valid and binding upon the Parties for a period of 12 months from the date of acceptance of Agreement. The Agreement will be considered to be automatically renewed for another 12 months unless terminated by either Party in accordance with the Terms of this Agreement.

10. RELATIONSHIP

- It is expressly agreed that nothing in this Agreement shall be construed as to create the relationship of employee, partners, collaborators, joint venture or principle agent between Parties hereto. The Parties are independent contractors agreeing to provide mutual service on the basis of this rate and marketing contract.
- Neither Party shall bind the other by its acts, deed nor omissions other than to the extent set out in this Agreement.

11. INDEMNITY

- Notwithstanding other obligations, the Brand Partner shall indemnify CLOCK Platform and hold harmless, its officers, directors, employees, assignees, against all losses, damages, liabilities, costs or expenses of whatever form or nature, including without limitation, attorney's fees and expenses and other cost of legal defense whether direct or indirect that they or any of them may sustain or incur as a result of any acts or omissions of the Brand Partner or any of its directors, employees, officers or agents including but not limited to
 1. breach of any obligation under this Agreement
 2. negligence or other tortious conduct
 3. misrepresentation made herein
 4. any delay in payment/ non-payment of taxes.
- CLOCK Platform shall indemnify the Brand Partner and hold harmless, its officers, directors, employees, assigns harmless against all losses, damages, liabilities, costs or expenses of whatever form or nature, including without limitation, attorney's fees and expenses and other cost of legal defense whether direct or indirect that they or any of them may sustain or incur as a result of any acts or omissions of CLOCK Platform or any of its directors, employees, officers or agents arising out of
 1. breach of any obligation under this Agreement
 2. negligence or other tortious conduct or
 3. misrepresentation made herein.
- Neither Party shall be liable to the other for any indirect, incidental, punitive, special or consequential damages or losses (including without limitation loss of profit or revenue etc.) whether under contract or in tort and even if the other party had been advised of the possibility of such damage or loss. The obligation under this Clause shall survive for a period of one year after termination of this Agreement.

- The Business Development Executives (known as “BDE”) of CLOCK Platform will explain the features of CLOCK Platform to the Prospective Brand Partners. It is the responsibility of the Brand Partners to exercise their best judgment and verify the statements made by the Business Development Executives. By agreeing to these Terms and Conditions, the Brand Partners agree that they will not hold CLOCK Platform accountable for any losses / disadvantage they incur as a result of following any of the words of the BDEs which are not supported by CLOCK Platform.

Disclosures and Declarations:

1. CLOCK retains the right to review and edit any content uploaded/shared on the CLOCK Platform.
2. Brand Partner warrants to CLOCK Platform that all information provided hereunder is true and accurate in all respects. Brand Partner will promptly update if any of the information Brand Partner provides hereunder, changes.
3. CLOCK does not warrant uninterrupted access to the CLOCK Platform, and access to the CLOCK Platform may be suspended, restricted or terminated at any time.
4. Brand Partner warrants that Brand Partner has taken all reasonable precautions to ensure that any data or document Brand Partner uploads or otherwise submits to the CLOCK Platform is free from viruses and anything else which may have a contaminating or destructive effect on any part of the CLOCK Platform or any other technology.
5. CLOCK Platform owns all present and future copyright, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to the CLOCK Platform.
6. Brand Partner agrees to indemnify and hold harmless the CLOCK Platform against and reimburse for all losses, suits, claims, damages and demands arising out of Brand Partner's breach or default in following this Terms and Conditions.

7. Brand Partner shall be liable to CLOCK for any loss or damage suffered by CLOCK Platform as a result of any breach of these terms and conditions or any fraudulent use of the CLOCK Platform.
8. These terms and conditions shall be applicable in addition to any other terms and conditions of the CLOCK Platform. CLOCK may update or amend these terms and conditions from time to time to comply with law or to meet our changing business requirements. CLOCK may not always be able to give Brand Partner advanced notice of such updates or amendments but CLOCK will always post them on the CLOCK Platform so that Brand Partner can view them before using the CLOCK Platform. By continuing to use the CLOCK Platform, the Brand Partner agrees to be bound by the terms of these updates and amendments.
9. If any of these terms and conditions is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.
10. No single or partial exercise, or failure or delay in exercising any right, power or remedy by CLOCK shall constitute a waiver by CLOCK of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these terms and conditions or otherwise.

12. WARRANTIES

- Brand Partner represents and warrants that it has full legal right, power and authority to carry on its business and to enter into this Agreement and perform all its obligations, terms and conditions hereunder and neither the execution nor delivery of this Agreement, nor fulfillment nor compliance with the terms and provision hereof, will conflict with, or result in a breach of terms, conditions or provisions of, or constitute a default under, or result in any violation of its charter document or by-law, if any, or any agreement, restriction, instrument, order, judgment, decree, statute, law, rule or regulation to which it is subjected or require any consent, approval or other action by any court, tribunal, administrative or governmental body.
- Brand Partner additionally represents that it is operating its business in compliance with

all the applicable laws, regulations and statutes and it has the requisite licenses in place (including lift operating, fire department clearance, local municipality approvals and licenses etc.) to operate the business.

13. JURISDICTION

- If any dispute shall arise between the Parties hereto concerning the construction, interpretation or application of any of the provisions of the Terms & Conditions, such dispute shall be referred to the arbitration of a single arbitrator to be appointed by Parties. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996.
- The arbitration shall be conducted in Chennai. Any failure, delay or forbearance on the part of CLOCK in:
 - i. exercising any right, power or privilege under this Agreement; or
 - ii. enforcing terms of this Agreement, shall not operate as a waiver thereof, nor shall any single or partial exercise by CLOCK of any right, power or privilege preclude any other future exercise or enforcement thereof.
- The Parties hereto agree that each of the provisions contained in this Agreement shall be severable, and the unenforceability of one or more provisions of this Agreement shall not affect the enforceability of any other provision(s) or of the remainder of this Agreement.
- The courts in Chennai shall have exclusive jurisdiction to settle any disputes between the Parties under this Agreement.

