

FABRIQUE SERVICE LEVEL AGREEMENT FOR MERCHANTS

NAME OF OUR COMPANY having registered address atthrough(in short “**Fabrique**”) and (**legal name of MERCHANT**) (in short the “**MERCHANT**”), mutually agree to the terms and conditions which are incorporated into this agreement as of [**insert current date**]:

A. Definition or meanings

- (a) Merchant or Merchant
- (b) Customer
- (c) laundry services offered.

1. Agreement Overview

1.1. Fabrique hereby retains the MERCHANT to provide and perform LAUNDRY services including any derivative, replacement and follow-on services thereto (the “**Services**”) on the representation of the Merchant that the Merchant is engaged in the business of laundry services.

1.2. This agreement represents a service level agreement between Fabrique and the MERCHANT for the provision of the Services of laundry and related works.

1.3. Any additional or future services that the parties agree shall be subject to this Agreement.

2. Service Agreement

2.1. The following detailed service parameters are the responsibility of the MERCHANT in the ongoing support of this Agreement:

- (a) to mutually agree with Fabrique on catalogue of laundry services that includes descriptions of dry-clearing, cost to Fabrique, and dry-clearing pricing at the MERCHANT’s physical location, all of which may be changed from time to time if mutually agreed upon by the parties;
- (b) to work with Fabrique to setup the ability to receive orders, to confirm the ability to fulfill orders, to notify Fabrique immediately, to fulfill and have complete

orders, to label and package all orders/deliveries via mobile APPLICATIONS, website, emails or any other modes as prescribed by the Fabrique from time to time.

2.2. The following detailed service parameters are the responsibility of Fabrique in the ongoing support of this Agreement:

- (a) to work with MERCHANT on a Laundry service menu;
- (b) to send orders via email/mobile Application to the MERCHANT;
- (c) to use reasonable efforts to make advise the MERCHANT quickly of any changes to orders that have been confirmed;
- (d) to send any payments to the MERCHANT via electronic funds transfer with an order summary in the manner Stated in Schedule

3. Pricing & Payment

3.1. MERCHANT agrees to pay Onboarding fee of Rs. to the Fabrique. Fabrique shall have all the rights related to change and modification in the fee and to charge additional fee at any point of time.

3.2. Merchant agree that **Fabrique** will collect payment on behalf of merchant for the services provided by the Merchant.

3.3. The amount paid by Fabrique to the MERCHANT for a service on their menu (The 'Fabrique Price') and amount charged by Fabrique to the end client (The 'Customer Price') is set based on the MERCHANT's menu price (The 'Retail Price') as per the following:

- (a) MERCHANT agrees to give Fabrique a 15% discount (The 'Fabrique Price') on the MERCHANT's menu price (The 'Retail Price')
- (b) MERCHANT agrees that the MERCHANT's menu price (The 'Retail Price') will be marked up 15% (The 'Customer Price') by Fabrique.
- (c) MERCHANT agrees that the Fabrique Price and the Customer Price will apply to all menu items on Fabrique without exception.

(d) MERCHANT agrees to pay Fabrique an administrative fee on every order, equal to 5% of the Fabrique Price, which will be deducted by Fabrique from the MERCHANT payment.

3.4. This pricing is standard for all MERCHANTs on the platform and cannot be reduced. Nor can the MERCHANT change the Retail Price, to reduce the cost on themselves. The Retail Price is the only price used to determine the Fabrique Price and the Customer Price.

3.5. Payment settlement period

The payment will be cleared to the Merchant into two parts i.e.; order from (Monday to Thursday) will be settled on coming Tuesday and Friday to Sunday will be settled on coming Thursday.

4. Errors and penalties

4.1. Fabrique reserves the right to determine, within reason, appropriate compensation for errors made by the MERCHANT in the fulfilment of services/orders. The MERCHANT agrees that the costs associated with rectifying such errors are the sole responsibility of the MERCHANT.

4.2. Errors and penalties include, but are not limited to, the following:

(a) Order cancellation charges :

(i) if order is cancelled by merchant.....

(ii) If order is cancelled by customer.....

(b) If service delivery time is missed by Merchant, as determined by Fabrique in its sole discretion:

(i) 15% discount if complete service is not completed indays after handing over of the goods;

(ii) 25% discount if

(iii) 50% discount if

(iv) 100% discount if

(c) If the Product is lost and damaged:

The Merchant shall be liable to pay the amount of the lost/damaged product. Fabrique shall have all the rights to deduct the amount from the payment due to the Merchant or to recover the amount from the Merchant.

- (d) If the Merchant commits two (2) or more errors in a given 30 day period, Fabrique reserves the right to terminate this Agreement immediately. Final payment to the Merchant will be calculated based on the amount owing to the Merchant net of any applicable penalties.

Refund for disputed order.

- 4.3 Fabrique acknowledges that errors in delivery may result in errors originating within the Fabrique service and Fabrique will be responsible for all costs associated with correcting these errors.
- 4.4 Fabrique acknowledges that the costs associated with rectifying errors made by Fabrique are the sole responsibility of Fabrique.

5. Merchant undertaking Regarding compliance of Laws

The MERCHANT assures the Fabrique that it has taken all the licenses applicable to its business. MERCHANT agrees that all the Merchant will not provide or delivered any item or services that may be unsafe, harmful, misbranded or substandard or which contains extraneous matter or not environment friendly. The Merchant agrees that violating these standards will be grounds for immediate termination of this Agreement by Fabrique, as well as for an action by Fabrique against the Merchant for damages.

6. Miscellaneous

6.1 Nothing in this Agreement will constitute a commitment by Fabrique to send to the Merchant any particular volume or quantity of orders.

6.2 Nothing in this Agreement shall preclude Fabrique from obtaining services similar to the Services from third parties.

7. Additional Terms and Conditions

Fabrique and The Merchant mutually agree to the following additional terms and conditions.:

7.1. Intellectual Property Rights and Confidential Information

1.1 Fabrique shall own and retain all right, title and interest to its intellectual property, whether registered or not, including patents, inventions (whether or not patentable), trademarks, trade names, service marks, copyrights, software, source code, and any registrations and applications for registration of any of the foregoing and confidential and proprietary information including trade secrets.

1.2 For the purposes of this Agreement, "Confidential Information" means any and all material and information of Fabrique or Fabrique customers, including any personal information and any information, whether recorded in a material form or not, about or related to an identifiable person, including an individual who can be identified directly or indirectly from the information, and in the case of Fabrique includes all such information of Fabrique and Fabrique affiliates relating to its or their respective customers, clients, clients' customers, suppliers, partners, and their employees and contractors, which has or will come into the possession or knowledge of the Merchant in connection with or as a result of entering into this Agreement or performance of the Services.

1.3 The Merchant acknowledges that all Confidential Information consists of confidential and proprietary information. Except as required by law, rule, regulation, or court order the Merchant agrees to keep all Confidential Information in strict confidence. The Merchant represents, warrants and covenants that it will comply with applicable Indian data protection laws and regulations and all "substantially similar" legislation that applies to Services under this Agreement.

1.4 Upon the termination or expiry of this Agreement, the Merchant will return to Fabrique all Confidential Information which is then in the Merchant's possession or control, and will remove all digital representations thereof in any form from all electronic storage media in its possession or under its control.

7.2. Non-Competition

- (i) Merchant covenants that in no event shall it, or any of its affiliates, during the term of this Agreement or for a period of 1 year thereafter:
 - (a) solicit, on behalf of the Merchant or otherwise, through the use of Confidential Information or otherwise, any client of Fabrique; or
- (ii) The Merchant agrees and acknowledges that any breach by it of its obligations and duties pursuant to this Section shall result in immediate and irreparable harm and damage to Fabrique for which monetary damages alone will not fairly or adequately compensate Fabrique or otherwise remedy such breach. Accordingly, the Merchant agrees that it shall not oppose or otherwise interfere with any applications by Fabrique to a court of competent jurisdiction for any equitable relief or remedy associated with any such breach of this Agreement. Both parties agree and acknowledge that this Section is fair and reasonable in the commercial circumstances of this Agreement and that each party's agreements in this Section have been a material inducement and promise by each party upon which both parties have relied, and been induced, to enter into this Agreement.

7.3. Indemnities

Notwithstanding any other provision hereof, the Merchant agrees to indemnify Fabrique and its respective directors, officers, and employees from and against all losses, costs, damages, expenses, and liabilities (including reasonable legal fees) which may be suffered or incurred by Fabrique arising out of or as a result of or relating in any manner whatsoever to:

- (a) Any breach of a representation, warranty, or covenant made by the Merchant in this Agreement;
- (b) Any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of or in connection with the performance by the Merchant or its representatives of all or any part of the Merchant's obligations under this Agreement;
- (c) The negligence or willful misconduct of the Merchant and/or its representatives in the performance of the Merchant's obligations under this Agreement; and

(d) Any breach of applicable law by the Merchant and/or its representatives in the performance of the Merchant's obligations under this Agreement.

7.4. Limitation of Liability

Under no circumstances shall either party have any liability, whether in contract or for negligence or otherwise and whether related to any single event or series of connected events, for any incidental, indirect or consequential damages or loss of profits, loss of business, revenue or anticipated savings or other economic loss arising out of or in furtherance of the provisions or objectives of this Agreement whether or not the party was informed or was aware of the possibility of such loss.

7.5. Effective date of onboarding will the date of signing the LOU.

7.6. Termination

Either party shall have the right to terminate all or any part of this Agreement by giving the other party 30 days written notice.

7.7. Effect of Termination

If this Agreement is terminated, Fabrique may invoice the Merchant for Services performed up to the date of termination of the Agreement.

7.8. Severability

The invalidity or unenforceability of any particular provision of this Agreement will not affect or limit the validity or enforceability of its remaining provisions.

7.9. Survival

Any provision of the Agreement that contemplates performance or observance subsequent to termination or expiration of the Agreement will survive termination or expiration of the Agreement and will continue in full force and effect, including, but not limited to, those relating to confidentiality, proprietary rights, warranties, indemnification, limitation of liability, non-solicitation, non-competition, and dispute resolution.

7.10. Binding Effect and Assignment

This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties, their respective successors, and permitted assigns. This Agreement may not be assigned by the Merchant. All or part of this Agreement may be assigned by Fabrique to any person who acquires all or part of Fabrique's business and such assignee may enforce this Agreement as if such assignee was a party hereto.

7.11. Independent Contractors

The Merchant will provide all services as an independent contractor and in no way will the Merchant or its employees be considered employees, agents, partners, fiduciaries, or joint venturers of Fabrique. The Merchant and its employees will have no authority to represent Fabrique or its affiliates without Fabrique's permission, or bind Fabrique or its affiliates in any way, and the Merchant agrees that neither the Merchant nor its employees will hold themselves out as having authority to act for Fabrique or its affiliates.

7.12. Governing Law

This Agreement is governed by, and is to be interpreted, construed, and enforced in accordance with the laws of India.

ARBITRATION CLAUSE TO BE INSERTED

7.13. Jurisdiction

The parties irrevocably attorn to the jurisdiction of the courts of Delhi, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

7.14. Modification and Waiver

No waiver of satisfaction of a condition, non-performance of an obligation, or modification of any provision under this Agreement shall be effective unless it is in writing and signed by the party granting the waiver. No waiver under this section affects the exercise of any other rights under this Agreement.

8. Branding Guidelines

The Merchant agrees to the following additional terms and conditions, regarding Fabrique's brand standards.

1. Presentation

1.1 All ITEM must be packaged in a presentable manner, with no grease stains on the PACKETS/BAGS and clear labels on all the items.

1.2 All PACKETS/BAGS etc. used to transport the ITEM can use a MERCHANT's logo or colours, however it must include a Fabrique label.

1.3 Packaging cannot be

2. Labelling

2.1 All PACKETS/BAGS must include a Fabrique label on it.

2.2 All labels must include:

- (a) Name of the order item, and;
- (b)

9. Cross-Marketing and Promotional Activities

The Merchant agrees to work with Fabrique to use commercially reasonable efforts to engage in the following cross-marketing and promotional activities:

1. Social media engagement;
2. Guest blog features;
3. Testimonials;
4. MERCHANT video features;
5. Online promotion of Fabrique's LAUNDRY services via a link to Fabrique's website or a picture of the Fabrique logo; and
6. Partnering with and/or sponsoring Fabrique at key annual events.
7. Fabrique shall be entitled to charge Marketing fee and other charges (customer support charges) from the Merchant.

10. List of documents required to onboard a Merchant on platform.

The Merchant is under obligation to provide following documents to the Fabrique, failing which this agreement shall be treated as null and void and the Merchant shall indemnify the loss suffered by the Fabrique

- a. Trade License
- b. GSTIN
- c. Cancelled cheque
- d. Basic KYC documents

11. TAXES

The transactions are bilateral between the Merchant and Customer, and therefore, Fabrique shall not be liable to charge or deposit any taxes applicable on such transactions.

FABRIQUE and the Merchant each agree that they have read, understood, and agree to the Standards of Service set out in this Agreement.

FABRIQUE

By: _____ Name:

Title Date:

[NTD: insert legal name of MERCHANT]

By: _____ Name: