

VENDOR AGREEMENT

This VENDOR AGREEMENT is made at Mumbai between GHARSE ONLINE MARKETING PRIVATE LIMITED, a Private Company, limited by Shares, duly incorporated under the Companies Act, 1956, having its registered office at 214 Bharat Industrial Estate, T.J. Road, Sewri (West) Mumbai 400015, Maharashtra India, (hereinafter referred to as "Gharse", which expression shall unless repugnant to the context or meaning shall mean and include its successors and assigns) AND VENDOR (Vendor) sets out the terms which govern the relationship between Gharse and the Vendor.

The Vendor is satisfied and acknowledges that Gharse is the absolute owner of the website www.gharse.in (Website), which is a platform in the nature of an online database which allows vendors to list their products and services on it for use by users of the Website and that as such owner Gharse is entitled enter into this Vendor Agreement (Agreement) with the Vendor.

The Vendor expressly, irrevocably and absolutely authorizes Gharse to display information about the Vendor or the products manufactured by the Vendor or Services rendered by the Vendor, on its Website and also to authorize Gharse to utilize this information on other platforms and means including, without limitation, its presentations, corporate meetings, press conferences, print materials, merchandise etc. or to incorporate the same in any other means of mass communication for commercial and non-commercial purpose.

The Vendor will be solely and exclusively responsible to periodically check the Website (www.gharse.in) and verify and regularly update the content/s, detail/s, information listed by the Vendor therein and to ensure that the same is very accurate and true and not misleading, incomplete or false and that the falsity or incorrectness of such information or detail/s or content/s shall not be attributed to Gharse in any manner whatsoever. To that extent the Vendor has expressly undertaken hereunder to fully indemnify and hold harmless, Gharse against any and all losses, actions, claims, litigation, prejudice, etc. whether imminent or remote, intentional or unintentional, caused or occasioned to Gharse. The Vendor would also be responsible to inform Gharse about their organizational updates and changes, if any. Vendor authorizes Gharse to contact the Vendor, as and when required using mediums like telephone, e-mail or any other means direct or indirect.

The Vendor has expressly acknowledged that the listing of content, information, data etc. on the Website shall not be construed as acknowledgment of guarantee by Gharse and Gharse shall in no way be liable to the quality of the products or services or information offered by the Vendor. Furthermore, Gharse shall in no way be liable for any non-delivery of goods or non-provision of services which have been listed by

the Vendor on the Website or for defective provision of goods or inferior quality services, nor will Gharse be liable in any manner whatsoever for commercial transactions between the Vendor and the users/customers due to absence of privity between the concerned parties and Gharse.

The Vendor has irrevocably agreed to the following terms and conditions in respect of the services provided by Gharse to Vendor.

1. AGREEMENT FOR MERE COMMUNICATION

Gharse is merely a platform or interface for mere communication and/or connection between the Vendor and the user/customer. Here, the parties may be individuals, social organizations or a Website user. The Vendor will have to abide by the Terms and Conditions posted on the Website. The Vendor has represented and undertaken to ensure that they are not involved in any kind of illegal activities like selling and/or advertising of any of the prohibited goods, alcohol, tobacco, drugs, unauthorized firearms/weapons etc.) on Gharse.

The vendor also represents that they do not, in any manner whatsoever, misuse the information collected from the buyers and must keep such information confidential and for their personal use only and such information shall not be used commercially.

2. AGREEMENT AMMENDMENTS

Gharse reserves the right to change the terms, conditions, and notices under which the agreement is made. The vendors are responsible for regularly reviewing these terms and conditions. Gharse has endeavored to ensure that all the information on the Site is correct, but Gharse neither warrants nor makes any representations regarding the accuracy or completeness of any data or information contained on the Site. Gharse completely disclaims any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any User or any other person, arising out of or in connection with the use of the information in respect of the Vendor contained on its Website.

3. COMMUNICATIONS AND NOTICES

The Vendors, hereby consents to receive communications and other correspondence from Gharse electronically. Gharse may communicate with its vendors by email or by posting notices on the Site. The Vendor agrees that all agreements, notices, disclosures and other communications that Gharse provides to the Vendor, electronically satisfy any legal and regulatory requirements that such communications and correspondence is in writing.

4. ADVERTISEMENT REVENUE

"Advertisement Revenues" means revenues realized from advertisements like banner advertisements, etc. placed by Gharse or by an authorized third party and displayed or streamed in or on the Website or embedded in any information provided or displayed by the Vendor through any means and technology or prominently displayed on the Vendor homepages, if any. The entire Ads Revenue shall be wholly owned and realized by Gharse without the Vendor having any right or entitlement in respect thereto. The Vendor shall not be allowed to display any advertisement of whatsoever nature in whatsoever manner on the Website without the due prior written approval of Gharse. Gharse reserves the complete authority to decide the placement and positioning of the advertisement and the decision of Gharse in respect thereto shall be final and binding upon the Vendor.

Non-Qualifying Ads

Gharse shall not be liable for any advertisement:

- (a) Unauthorizedly originating from Vendor's IP addresses or computers under Vendor's control, or
- (b) Solicited by payment of money, false representation or request for users to click on advertisements;
- (c) Gharse advertisements for its own products and/or services;

5. GHARSE FEE

The Vendors shall be liable to pay Gharse an amount, if any, as indicated in the Annexure, annexed hereto, as per the packages chosen by the Vendors. All amounts indicated in the Annexure are nett of taxes and or levies, stamp duty, etc., which shall be entirely borne by the Vendor over and above the Fee payable to Gharse. Any payments to Gharse shall be made either by way of Cheque, Demand Draft or by way of wire transfer or electronic funds transfer pursuant to the instructions specified by Gharse. Gharse reserves the right to retain all other revenues derived from Gharse services including without limitation any revenues from Advertisements that may appear on any search results pages, vendor homepage etc.

6. PROHIBITED ACTS

The Vendor shall not authorize or encourage any third party to directly or indirectly generate queries, impressions of or clicks on any ad(s) or to obtain access to Vendor or Gharse Content through any automated, deceptive, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests, and/or the fraudulent use of other search engine optimization services and/or software. Gharse reserves the right to investigate, at its own discretion, any activity that may violate this Agreement, including but not limited to any use of a software application to access ads or any engagement in any activity prohibited by this Agreement.

The Vendor shall not place any content or information on the website if such information is defamatory, blasphemous, false, misleading, incites communal or fundamentalist ideology or is such so as to cause any violation of any law, judicial order, administrative or governmental notification, etc. and undertakes to fully indemnify Gharse against any such acts or commission or omission to the extent of actual and exemplary losses suffered by or occasioned to Gharse including without limitation the legal costs.

7. BREACH

Notwithstanding other remedies available both in law and/or equity, Gharse may limit or withdraw the Vendor's activity forthwith and immediately remove or end the organization listing and other information, warn other users and organizations and immediately temporarily/ and/or indefinitely suspend or terminate the Vendor's membership, and/or refuse to provide the Vendor with access to the Website:

- (a) If the Vendor is in breach of the terms of this Agreement or in breach of the documents, incorporated herein by reference.
- (b) If Gharse is unable to verify or authenticate any information provided by the vendor.

8. CONFIDENTIALITY

All information and data whether marked and classified as Private and Confidential or not, shared by Gharse with the Vendor shall be kept strictly confidential and the Vendor shall, in no circumstance, release any such data and/or information to any third party without the due prior written consent of Gharse.

The Vendor has access to only his own data and information stored in the database at Gharse (subject to prior confirmation of identity) and nothing more. The vendor may edit or amend such data and information from time to time in accordance with the terms of this Agreement.

All confidential information (including name, e-mail address etc.) voluntarily revealed by the Vendor on the Website is done at the sole discretion and at the risk of the Vendor. If such information is collected by a third party and misused or results in unsolicited messages from such third parties, then such actions are beyond the control and liability of Gharse and Gharse accepts no responsibility or liability whatsoever for such actions. The Vendor acknowledges this to be an essential term of this Agreement.

9. INDEMNITY

The Vendor hereby indemnifies and keeps indemnified and holds Gharse and its subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of the vendor's breach or violation of this Agreement and/or the documents incorporated herein by reference, or violation of any law or of the rights of a third party and/or any dispute(s), claim(s), litigation or other civil or criminal proceeding between a vendor and another vendor/third party transacting on this Site or using the Services.

10. VENDOR'S WARRANTIES AND REPRESENTATIONS

Vendor makes the following representations and warrants that at all times during the term of this Agreement such representations shall be true and accurate:

(a) Contractual Capacity

The Vendor represents and warrants that the Vendor has the power and authority to carry on its business as it is conducted, is duly authorized to enter into this Agreement and that no other authorizations, consents or approvals are required in connection with the validity and enforceability of this Agreement or the execution, delivery and performance of this Agreement by Vendor.

(b) Truthful Information

All information and data that the Vendor has provided or will provide to Gharse, or for which it engages a third party to provide to Gharse is complete, truthful, accurate, valid, the lawful property of the Vendor, and the Vendor has the right to communicate such information.

(c) Verification

All email, domain, URL, physical address and telephone information provided by the Vendor is complete and correct.

(d) Intellectual Property Ownership

The Vendor hereby expressly and without consideration allows Gharse to use its trademark or Trade name, copyrights and other data in which the Vendor possesses Intellectual Property Rights for use and display by Gharse in any manner or form whatsoever, without any liability from any third person for breach or infringement of the Intellectual Property Rights.

The Vendor acknowledges that Gharse shall always be the absolute and encumbrance-free owner of all Intellectual Property Rights and all other allied rights in and to the website and all parts thereof, including without limitation, its design, layout, colour combination, trademarks, tradenames, copyrights and all proprietary and ownership rights thereof and otherwise has the full right and authority to use and disseminate all information, data, graphics, text, video, music, or other intellectual property which forms a part of its Website.

(e) Compliance with Laws and Regulations

The Vendor is in compliance with all applicable laws, rules, regulations, requirements and/or other standards established by any governmental authority having jurisdiction to control such activities and shall ensure continued compliance with the same and shall fully indemnify Gharse in respect thereof.

11. UNLAWFUL USE PROHIBITED

As a condition of use of the Service and the Website, the Vendor warrants that it/they will not use the Website or its contents for any purpose that is unlawful or illegal under any law for the time being in force within or outside India or prohibited by these terms, conditions, and notices including both specific and implied. In addition, the Website shall not be used in any manner, which could damage, disable, overburden, or impair it or interfere with any other party's use and/or enjoyment of the Website.

12. TERMINATION OF SERVICE

The Vendor hereby agrees that Gharse, in its sole discretion, has the right (but not the obligation) to delete or deactivate a Vendor account, block its email or IP address from the Website, or otherwise terminate its access to or use of the Service (or any part thereof) and/or the Website immediately and without notice, and remove and discard any content within the Service/Website, for any reason, including, without limitation, if Gharse believes that the Vendor has acted inconsistently with this Agreement. Further, the Vendor agrees that Gharse shall not be liable to the vendor or any third-party for any termination of the Vendor's access to the Service/Website. The vendor agrees that it shall not attempt to use the Service after the Date of Termination of this Agreement.

Gharse shall be entitled to terminate this Agreement forthwith by providing an intimation to the Vendor, at the e-mail address which has been provided by the Vendor or via a telephonic call or vide a letter, of its decision to do so without assigning any reason whatsoever.

13. LIMITATION OF LIABILITY

Vendor assumes all liability, without any limitation whatsoever, for its use of Gharse's services and Website.

Gharse shall not be liable for any indirect, incidental, punitive, or consequential damages, arising out of or in connection with this Agreement, the Website, the services, the inability to use the services, or those resulting from any products or messages received or transactions entered into through the services.

Gharse assumes no liability for the Vendor's failure to perform in accordance with this Agreement or any results caused by acts, omissions or negligence of the Vendor, a subcontractor or an Agent of the vendor or any employee of any of them, nor shall Gharse have any liability for claims of Third Parties, including, but not limited to, claims of Third Parties arising out of or in connection with, the Vendor's products, services, messages, promotions, advertising, infringement or any claim for Libel or Slander or for violation of Copyright, Trademark or other Intellectual Property Rights.

In any case, the liability of Gharse shall not be more that the Fee paid to Gharse by the Vendor.

14. FORCE MAJEURE:

Gharse assumes no liability for disruptions in service or improper operation of its equipment or software for any reason, including, without limitation, vandalism, theft, phone service outages, Internet disruptions, human error, extreme or severe weather conditions or any other causes commonly referred to as "Acts of God."

15. ENFORCEMENT ACTIVITIES

(a) Lawful Use

The Website and Services of Gharse shall be used only for lawful purposes and in a lawful manner. The Vendor agrees to comply with all applicable laws, statutes, and regulations. The Vendor shall not register under a false name, mask the true identity of the Vendor or the Products and Services it offers to the public. The Vendor shall not impersonate any participant or use another participant's information. Fraudulent conduct may be reported to law enforcement, and Gharse will cooperate in any investigation.

(b) Investigation

Gharse has the right, but not the obligation, to monitor any activity and content associated with its Website and Services. Gharse may investigate any reported violation of its policies or complaints and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension, or termination of service, denying access, and/or removal of any materials on Vendor's portion of Gharse's Website. Gharse reserves the right to remove or edit any content that violates this Agreement or is otherwise objectionable. As part of the investigation of content on Vendor's portion of Gharse's website that violates this Agreement, the Vendor hereby consents to allow Gharse's representatives to examine the Vendor's page on the website, if any, or its listing.

(c) Disclosure of Information

Gharse may report any activity that it suspects is a violation of any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to co-operate with governmental requests, to protect Gharse's systems, Vendors, and Customers, or to ensure the integrity and operation of Gharse's business and systems, Gharse may access and disclose any information, including without limitation the confidential information, it considers necessary or appropriate, including but not limited to user contact details, IP addressing and traffic information, usage history, and posted content.

(d) Suspension of Account

In the event Gharse determines that Vendor is in breach of this Agreement, Gharse may terminate or suspend the activity on the account of the Vendor, as well as the activity on all additional or related accounts of the Vendor, until the Vendor fully and duly cures the breach of this Agreement, or until Gharse terminates this Agreement.

16. PRIVACY POLICY

(a) Purpose Limitation

Unless specifically authorized by the customer, the Vendor shall use the personal information of Customers solely for the purposes set forth in this Agreement and in the Privacy Policy of the website. The Vendor shall not use customer's personal information for purposes of unsolicited e-mail or spamming, harassment, invasion of privacy, or other objectionable conduct.

(b) Security

The Vendor shall hold personal information of customers in strict confidence and trust and shall not disclose such information to third parties in any manner whatsoever. The Vendor shall take due and adequate technical and organizational security measures to protect personal information of Customers against unlawful forms of use, disclosure, or other forms of processing.

The Vendor shall cooperate with Gharse in its efforts to monitor the Vendor's compliance with the Vendors obligations under this Agreement. Gharse shall have the right to make reasonable requests to conduct any audits, tests, or reports related to the Vendor's obligations under this Agreement or to review and obtain copies of such activities.

(c) Retention

The Vendor shall retain the personal information of customers only for as long as necessary to perform your obligations under this Agreement, after which the Vendor shall be obligated to destroy the same.

(d) Subcontracting

The Vendor shall not subcontract or assign any of your rights or obligations under this Agreement without Gharse's prior written consent.

17. COPYRIGHT NOTICE

Gharse's website is subject to the protection of the Intellectual Property Rights laws of the Indian Territory and of other countries. No part of Gharse's website may be reproduced without the due prior written permission of Gharse.

18. DEFAULT

In the event that Vendor fails to perform any duty, obligation, or provision contained in this Agreement ("Default"), the Vendor agrees to pay to Gharse such exemplary damages, expenses, and costs, whether directly or indirectly caused, including reasonable attorney's fees incurred by Gharse due to Vendor's Default, whether willful or otherwise.

19. HEADINGS

The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

20. SEVERABILITY OF PROVISIONS

Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

21. INTELLECTUAL PROPERTY

Except for the license expressly granted herein, this Agreement does not transfer any intellectual property rights or allied rights, underlying rights, moral rights and derivative rights and rights in the technology of Gharse to the Vendor and all such intellectual property rights, title and interest in such intellectual property and technology, whether developed, licensed or owned by Gharse shall remain with Gharse. Vendor agrees that the Vendor will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets of Gharse.

Any such attempt by the Vendor shall entail very severe civil and criminal actions against the Vendor in addition to payment of exemplary damages to the Vendor.

22. TERM AND TERMINATION

(a) Term

This Agreement will commence on the date of its acceptance by the Vendor and shall continue thereafter for a period of one (1) year unless terminated earlier as provided for in this Agreement (the "Initial Term"). This Agreement will automatically renew for additional one (1) year terms unless either Party gives at least thirty (30) days written notice prior to the end of the then-current term of its intent not to renew (the Initial Term and all renewal terms, collectively, the "Term").

(b) Termination

Gharse may terminate this Agreement: (a) immediately upon written notice to the Vendor (i) the Vendor party files a petition for bankruptcy, becomes insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for the other party or its business, or (ii) the Vendor breaches the provisions of this Agreement (b) with thirty (30) days prior written notice for any other breach, if such breach is not cured within the notice period.

Upon any termination of this Agreement, Gharse shall use commercially reasonable efforts to cease display of Vendor Content to users within thirty (30) days of the effective date of termination.

23. GOVERNING LAW

The terms and condition of use agreement and/ or Agreement, Privacy Policy shall be governed in all respect by the laws of India.

Any disputes and differences whatsoever arising in connection with these Terms shall be settled by Arbitration before a single Arbitrator having summary powers solely appointed by Gharse, in accordance with the Arbitration and Conciliation Act, 1996. All proceedings shall be conducted in English language. The decision of the sole arbitrator will be treated as final and shall be binding upon the Parties. The venue of Arbitration shall be in Mumbai, India.

24. GENERAL

- (a) The Vendor agrees to be bound by any electronic affirmation, assent or Agreement transmitted through Gharse's website. Vendor represents and warrants that the Vendor has the authority to agree to this Agreement. The Vendor agrees that any decision or action to click on an "I agree", "I consent", or other similarly worded "button or tab" or entry field using a mouse, keystroke or other computer device, will indicate Vendor's agreement and will be legally binding and enforceable and the legal equivalent of Vendor's handwritten Signature.
- (b) Vendor acknowledges
 - (a) that Vendor has read and understood this Agreement;
 - (b) that this Agreement has the same force and effect as a physically signed agreement;
 - and
 - (c) that this Agreement constitutes the entire agreement between Gharse and the Vendor and governs the Vendor's use of the Services, superseding any prior agreements and communications and correspondence between Vendor and Gharse pertaining to the Services.
- (c) The relationship between Gharse and Vendor shall be that of independent contractors. Neither party will be considered an agent, employee, joint venturer, or partner of the other, unless otherwise specifically provided herein.