

Seller Agreement

Welcome to www.Waterproofingwale.com! The terms and conditions mentioned herein are applicable to your access and use of the website at www.Waterproofingwale.com (a website). This document is a legally binding agreement between you as the Seller on the Site (henceforth referred to as “you”, “your”, “Seller” or “Seller” hereinafter) and the Waterproofingwale.com entity listed in clause ___ below (referred to as “we”, “our” or “Waterproofingwale.com” hereinafter).

1. Application and Acceptance of Terms of Use

1.1 Your use of the Waterproofingwale.com’s services, software and products (collectively the as the “Services” hereinafter) is subject to the terms and conditions contained in this document as well as the Privacy Policy and any other rules and policies of the Website that Waterproofingwale.com may publish from time to time. This document and such other rules and policies of the Website are collectively referred to below as the “Terms”. By accessing the Website or using the Services, you agree to accept and be bound by the Terms. Please do not use the Services or the Website if you do not accept all of the Terms.

1.2 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Waterproofingwale.com, or (b) you are not permitted to receive any Services under the laws of the Republic of India or other countries / regions including the country / region in which you are resident or from which you use the Services.

1.3 You acknowledge and agree that Waterproofingwale.com may amend any Terms at any time by posting the relevant amended and restated Terms on the Website. By continuing to use the Services or the Website, you agree that the amended Terms will apply to you.

1.4 If Waterproofingwale.com has posted or provided a translation of the English language version of the Terms, you agree that the translation is provided for convenience only and that the English language version will govern your uses of the Services or the Website.

THIS SELLER AGREEMENT IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS AGREEMENT DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU AND WATERPROOFINGWALE.COM (BOTH TERMS DEFINED BELOW). THE TERMS OF THIS AGREEMENT WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME AND WILL GOVERN THE RELATIONSHIP BETWEEN YOU AND WATERPROOFINGWALE.COM, INCLUDING WITH RESPECT TO THE LISTING, ADVERTISING, EXHIBITING, MAKING AVAILABLE, MARKETING, SALE

AND/OR DELIVERY OF ANY PRODUCTS THROUGH THE WEBSITE (DEFINED BELOW). 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 WATERPROOFINGWALE.COM.

For the purpose of this Agreement, the individual or any legal entity (company, sole-proprietorship, partnership, HUF etc.) representing itself through its duly appointed authorized signatory only, who has completed Waterproofingwale.com's Seller Registration Form as required by Waterproofingwale.com (hereinafter, referred to as the "Seller" / "You", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include Your heirs / subsidiaries, affiliates, successors and permitted assigns) shall constitute the

FIRST PART;

AND

Waterproofingwale.com A web-portal of (Karma Yoga Vedanta Private Limited) , a company incorporated under the Companies Act, 1956, having its registered office at 8 Bhumi Mall Sector 15 , CBD Belapur Navi Mumbai Maharashtra 400614 India with the CIN – U72900MH2014PTC259672 (hereinafter referred to as, "Waterproofingwale.com" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors, liquidators, receivers, and assigns) shall constitute the

SECOND PART

Seller/You and Waterproofingwale.com may be referred to as the "Party" individually and as the "Parties" collectively, as the context may require.

WHEREAS

1. Waterproofingwale.com inter alia is in the business of owning and operating an online market place located at the URL www.Waterproofingwale.com and mobile application under the name and style "Waterproofingwale.com" (the "Website") which acts as an online / electronic platform in the form of an intermediary, providing e-commerce marketplaces platforms/technology, internet marketing services, facilitation of payment services, fulfillment support to third party sellers to offer for sale, sell their products and for third party buyers to access variety of products and accept to purchase the products offered by sellers;

2. You are desirous of using the Website as a platform to exhibit, advertise, make available, offer and/or sell or distribute your Products (defined below) to the users of the Website.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES AND COVENANTS SET FORTH HEREINAFTER, THE PARTIES, INTENDING TO BE LEGALLY BOUND, HERETO AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 “Acceptance” shall mean acceptance of this Agreement directly or indirectly in electronic form or my means of an electronic record and shall include your affirmative action of clicking on “I Accept/ I Agree” or the box against these words provided at the end of this Agreement or any other manner of acceptance such as using Seller Panel, start advertising, exhibiting or offering for sale, by which action you accept the terms and conditions of this Agreement.

1.2 “Agreement” shall mean this Seller Agreement in its entirety, including all the annexure attached to or referenced to this Agreement, Waterproofingwale.com Policies and any other document pursuant to this Agreement and shall include any amendment thereto, from time to time.

1.3 “Applicable Laws” includes (a) statute, statutory instrument, bye-laws, order, directive, decree or law (including any common law, judgment, demand, order or

decision of any court, regulator or tribunal); (b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body.

1.4 “Buyer” shall mean any user of the Website who accepts Seller’s offer to sell the Product and purchases any Product of the Seller through the Website.

1.5 “Consents” include all consents, licences, authorisations, approvals, permissions, certificates, permits and any other form of consent (whether statutory, regulatory, contractual or otherwise).

1.6 “Logistic Service Provider” shall mean a natural or juristic person that is approved by Waterproofingwale.com for transporting, shipping, temporary storage and delivering the Products purchased by the Buyers from You on the Website, and the term “Logistics Services” shall be construed accordingly.

1.7 “Logistic Service Provider Fees” shall mean the fees (either in number or as a percentage

of Selling Price) as may be provided from time to time in the Commercial Term Segment, payable by Seller to Waterproofingwale.com for availing of Logistics Services through Logistic Service Provider.

1.11 “Intellectual Property Rights” means all rights to patents, designs, copyrights, trademarks, service marks, database, domain name, moral rights (whether or not any of those is registered and including applications for registrations of the foregoing) together with all trade secrets, know-how and all rights or forms of protection of a similar nature and causes of action for violation, misappropriation or infringement of any of the foregoing.

1.12 “Invoice” shall mean a valid retail tax invoice issued by the Seller to the Buyer for the sale of a Seller’s Product to a Buyer through the Website.

1.13 “Nodal Bank” shall mean the Bank which maintains internal bank account for the purpose of collection of electronic payments from Buyers and settlement to Sellers towards products/goods purchased on Website in accordance with RBI directions for opening and operation of Accounts and settlement of payments for electronic payment transactions involving intermediaries.

1.14 “Packaging Material Charges” shall mean the charges (either in number or as a percentage of Selling Price) as may be provided in the Commercial Term Segment to safety wrap the Products for the purpose of safe delivery pursuant to this Agreement.

1.15 “Payment Collection Fees” shall mean the fees (either in number or as a percentage of Selling Price) for collection of Selling Price as may be provided in the Commercial Term Segment.

1.16 “Product(s)” shall mean the product(s) as exhibited, advertised, made available, offered by the Seller for sale on the Website.

1.17 “Seller Panel” shall mean a web page / electronic account of the Seller on the

Website with a unique login id and password for the Seller to exhibit, make available, offer for sale the Product, and to update the order status, price and inventory of the Products on the Website.

1.18 “Selling Price” shall mean the price of a Product in Indian Rupees (INR) at which such a Product is exhibited, advertised, made available or offered for sale by the Seller on the Website.

1.19 “Seller Proceeds” shall mean the net amount receivable by the Seller from

Waterproofingwale.com/Nodal Bank after deduction of the Waterproofingwale.com’s

Marketing Fees, Payment Collection Fees, Logistic Service Provider Fees if any, and other charges (if any) or any other statutory deduction, levies, or any amount to cover contractual obligations, from the Selling Price.

1.20 **“Seller Registration Form” shall mean the electronic form available on the Website (presently at <http://sellers.Waterproofingwale.com>) that You are required to complete before registering as a Seller on the Website.**

1.21 “Waterproofingwale.com’s Marketing Fees” shall mean either a fixed number or a percentage

of the Selling Price, payable to Waterproofingwale.com by the Seller on the sale of any Product

through the Website. This fixed number or percentage may vary from Product to Product, as provided in the Commercial Term Segment.

1.22 “Waterproofingwale.com Policies” means various rules and policies on the Website as may be relevant or applicable to the Seller including the Terms of Use Terms of Sale, and other policies - Anti-Bribery & Anti-Corruption Policy and Report Abuse , to take necessary actions in response to any listing or content take-down or infringement notice from a third party and such other policy (including any amendments thereof) which Waterproofingwale.com may issue and make applicable on the Seller. By impliedly or expressly accepting this Seller Agreement, You also accept and agree to be bound by the aforesaid Policies and all other policies as updated and provided from time to time. Further, if the hyperlink is not provided for any policy(s) in this agreement then that policy(s) may be accessible in the hyperlink created hereinabove for the policies or on the website.

1.23 “Term” shall mean the period commencing from the date of this Agreement up to the termination of this Agreement in accordance with Clause 18 as provided herein below.

1.24 “Territory” shall mean the Republic of India.

2. COMPLETION OF SELLER REGISTRATION AND ACCEPTANCE

2.1 As a part of the registration process, You state that You have completed the Seller Registration Form and provided other relevant details as required by Waterproofingwale.com. You represent that You, in your individual capacity and/or as an authorized representative of the entity registering as a Seller on the Website, are competent to contract, are at least eighteen (18) years of age, are of sound mind and are not disqualified from entering into a lawful contract under Applicable Laws.

2.2 You have the option of accepting or declining to accept this Agreement. Please provide Your Acceptance to this Agreement if and only if you are agreeable to the terms and conditions provided herein. Upon Your Acceptance, this Agreement shall become binding on You. Without prejudice to the binding nature of this Agreement upon Your Acceptance, Waterproofingwale.com may, as an additional electronic

record of this Agreement, send an "Agreement Acceptance Notification" in electronic form, along with an electronic copy of this Agreement in PDF or any other readable and storable format to the email address provided by You in the Seller Registration Form.

2.3 If You are not agreeable to the terms and conditions of this Agreement, please DO NOT accept this Agreement and do not use the Website for the purpose of exhibiting, advertising, making available or offer for sale of the Products. This will stop the Seller registration process.

2.4 You will be solely responsible for maintaining the safety and confidentiality of Your log-in, password and details in relation to the Seller Panel and the information provided therein, and shall be fully responsible for all activities that occur under Your Seller Panel. You agree to (a) immediately notify Waterproofingwale.com (to the Grievance Officer) of any unauthorized use of Your account information or any other breach of security, and (b) ensure that You exit from Your Seller Panel account at the end of each session. Waterproofingwale.com shall not be liable for any loss or damage arising from Your failure to keep Your Seller Panel protected from any unauthorized access, blockage, misuse or any other unauthorized use and You shall indemnify Waterproofingwale.com in accordance with this Agreement for any such unauthorized use.

2.5 Waterproofingwale.com reserves the right to suspend or terminate access to Sellers registered on the Website and the Seller Panel, at any time and without assigning any reasons for doing so.

3. LISTING, SALE AND DELIVERY OF THE PRODUCT

3.1 By exhibiting, advertising or listing any Product on the Website, You agree that

You are making an offer to sell' Your Product to the users of the Website and such offer, upon acceptance by a user, shall be binding on You. The sale, purchase, return, delivery and other terms of sale shall be further subject to the Standard Terms of Sale on the Website.

3.2 You shall provide true, complete and correct brand name (if any), identification (if any), information, images, description and MRP, Selling Price of the Product on the Website for the purpose of the Product's exhibition, advertising, making available or offer for sale in the appropriate category, which may include 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. You hereby permit, and hereby grant all the rights and licenses to Waterproofingwale.com on worldwide basis to permit, other sellers on the Website to use Your aforesaid information and materials for advertising, exhibiting, making available and offering to sell such other sellers products on the Website. Unless mandated under any Applicable Law, Your aforesaid information and materials shall not be disabled or deleted from the Website till such time any seller on the Website is using the same for advertising, exhibiting, making available and offering to sell such other sellers products on the Website.

3.3 You represent and warranty that the Product description shall not be misleading and shall describe the actual condition of the Product. If a Product is subject to expiry date or expiry duration, You shall not offer to sell and sell any such Product which has passed 75% (seventy five percent) of its expiry duration. If the Product sold does not match the Product description displayed on the Website, You shall refund and permit Waterproofingwale.com to refund any amounts that You may have received, or have credit to You, from the Buyer. You represent that you have obtained all Consents as may be required in order to provide the information and description of the Products on the Website.

3.4 You shall be solely responsible for ensuring that the Seller Panel is updated and reflects the real-time availability / non-availability of the Products listed on the Website. You shall be responsible for claims made by Buyers for inaccurate Product availability details that are displayed on the Website due to any negligence / default on Your part to provide updated and accurate Product information. You shall retain adequate inventory of the Products listed on the Website for successful and timely fulfillment of orders.

3.5 You may also be required to provide images of the Products and/or images of the brands/ logos of the Products. You grant Waterproofingwale.com a non-exclusive and worldwide right and license to use the Product description, images of the brands/ logos of the Products to be used on the Website, and in any marketing and promotion material of Waterproofingwale.com to promote the sale of such Product on the Website, and, if required, to make technical modifications to the images so as to render them feasible for uploading on the Website. You represent that you have obtained all Consents as may be required (including Consents from the owners of the relevant brands where relevant) in order to grant Waterproofingwale.com the aforesaid rights and licenses.

3.6 On the Buyer selecting to purchase the Products (i.e. "ordering") exhibited, advertised, made available or offered to sell by You on the Website and either making the payment of the Selling Price through the payment gateway provided on the Website or opting for cash on delivery, You will be intimated of the same through an electronic notification on the Seller Panel along with the details of the Buyer as provided by Buyer on the Website. You shall forthwith ensure that the Product(s) so ordered as duly and safely packed in accordance with Applicable Laws and shall immediately fulfill and complete the order of the Buyer.

3.7 You shall ensure that the Product as ordered by the Buyer is dispatched to the Buyer within such time period which Waterproofingwale.com may prescribe from time to time, 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. You shall also issue and send a corresponding Invoice along with the Product.

3.8 You will have various Delivery Models for delivery of purchased Products to the Buyers. Waterproofingwale.com may, at its discretion, remove one or more Delivery Models or introduce other Delivery Models at any time in the future. On introduction of such other delivery models, Waterproofingwale.com may, at its discretion, offer these delivery options to all or select Sellers. The default delivery model will be , you will handle everything related to delivery of the Product. You agree that, The risk of any damage, loss or deterioration of the Products during the course or delivery or during transit shall be on the Seller and not on Waterproofingwale.com, its third parties or on the Buyer. You represent and warrant that the Products being delivered are not faulty and are exactly those Products which are listed and advertised by You on the Website and purchased by the Buyer and meet all descriptions and specifications as provided on the Website.

3.9 You agree and acknowledge that exhibiting, advertising, making available or offering for sale, using Logistics Services, actual sale of and delivering illegal, infringing, fake, duplicate, spurious, counterfeit, refurbished, Selling expired Products meant “not for sale” through the Website is prohibited and inter alia will cause great prejudice and harm to the reputation and goodwill of Waterproofingwale.com, and may also cause harm and prejudice to the Buyers and You shall not engage or attempt to engage in such activities. Further, if Waterproofingwale.com receives any complaint from any Buyer, or any third party or if You are found exhibiting, advertising, making available or offering for sale, using Logistics Services, selling or delivering illegal, infringing, fake, duplicate, spurious, counterfeit, refurbished or previously owned Products or Products meant “not for sale” or attempting to undertake the above through the Website, then, without prejudice to Waterproofingwale.com’s other rights and remedies, You shall be liable to pay such amount to Waterproofingwale.com in accordance with “Product Return Policy”. You agree that this liability will not be treated as penalty and Waterproofingwale.com shall have all other legal rights and remedies under this Agreement and Applicable Laws. Waterproofingwale.com reserves the right to adjust or off set the above amount from any amount accrued or due to You or is required to be remitted to You pursuant to this Agreement.

3.10 Waterproofingwale.com reserves the right to demand any document related to Products listed by You including documents required for the verification of Product genuineness.

3.11 You shall not submit any incorrect, incomplete, misleading or fake documents like invoices, brand authorisation certificate or any other document called for by Waterproofingwale.com, or re-register with another name in the event of getting delisting from the Website.

3.12 You hereby agree and acknowledge that any Product sold by You to Buyer may be refused to be accepted or taken delivery by the Buyer. You agree to accept the return of such Products whether ordered on cash on delivery mode or any other mode of payment. In case of rejection or non-acceptance of the Product by the Buyer, Waterproofingwale.com shall refund to the Buyer the Selling Price paid by the Buyer and Seller shall be liable to pay the charges in accordance with Commercial Term Segment.

3.13 For the purpose of marketing or promoting the Website and other services, Waterproofingwale.com may run various promotional offers from time to time to the Buyers or otherwise on the Website or in relation to the Website.

3.14 All commercial / contractual terms such as selling price of the Product, dispatch, delivery of the Products, warranties, etc., are bipartite contracts between the Buyer and You. Waterproofingwale.com and/or the Website are in the role of intermediaries in all such transactions. The payment facility is merely used by the Buyer and You to facilitate completion of the transaction. Use of the electronic payment facility or the cash on delivery method shall not render Waterproofingwale.com liable or responsible for the non-delivery of the Products listed on the Website or for any other reason whatsoever.

4- ELECTRONIC COMMUNICATION

When You use the Website or send emails or other data, information or communication to Waterproofingwale.com, You agree and understand that You are communicating with Waterproofingwale.com through electronic records and You consent to receive communications via electronic records from Waterproofingwale.com periodically and as and when required. Waterproofingwale.com will communicate with You by email or by notices on Seller Panel or electronic records on the Website which will be deemed adequate service of notice / electronic record. To the maximum extent permitted under any applicable law, You hereby waive all your rights to challenge the service of documents under any and all legal proceedings if the document is served on your designated electronic address including Seller Panel in terms of Information Technology Act, 2000.

4- COMMERCIALS

4.1 You will pay Waterproofingwale.com, the Waterproofingwale.com Marketing Fees, Logistic Service Provider Fees and Payment Collection Fees, any other fees and applicable taxes (as applicable), as provided in the policy listed on the website.

4.2 Waterproofingwale.com shall have the right to amend the fee (as provided in Clause 2.1 above) applicable to each Product category and/or add or introduce any new fee or charges and/or the Payment Cycle as provided in the Commercial Term Segment with a prior notice to You. Accordingly, prior to the implementation of the revised fee (as provided in Clause 2.1

above) or new fee or Payment Cycle for any Product, Waterproofingwale.com shall notify You, by way of an email and/or a notification on the Seller Panel detailing such additions/modifications/ amendments/ revisions to the fee or Payment Cycle. It shall be the Seller's responsibility to read the emails / notifications sent by Waterproofingwale.com from time to time. Your use of Seller Panel (including any updating any information in Seller Panel, listing of Products, inventory maintenance, etc.) after additions/modifications/ amendments/ revisions of the fee (as provided in Clause 2.1 above) or Payment Cycle shall be deemed as acceptance of such additions/modifications/ amendments/ revisions.

4.3 For all orders placed on the Website, the Selling Price shall be collected by Waterproofingwale.com/ Nodal Bank for the Seller in the mode as selected by the Buyer while placing the order (i.e., payment gateway or cash on delivery or any pre-paid payment instruments or payment systems). You hereby authorize Waterproofingwale.com or its third party service providers including the Nodal Bank or Logistics Service Provider to process, facilitate, collect and remit Seller Proceeds to You into a bank account designated by you ("Designated Account"). The Designated Account shall be in Your name and shall be opened and operated in accordance with all Applicable Laws, and You further represent and warrant that You know your customer (KYC) details with such Designated Account shall always be true and current. You also agree that, in doing so, Waterproofingwale.com will be merely acting as intermediary with the sole intent and purpose of facilitating the sale and purchase of Products through the Website. You also agree that the payment facility provided by Waterproofingwale.com 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 other permitted payment systems or cash on delivery, for the transactions on the Website. Further, by providing the payment facility, Waterproofingwale.com is neither acting as an agent, nor a trustee and nor acting in a fiduciary capacity with respect to any transaction on the Website.

4.4 Waterproofingwale.com shall, and You hereby authorize Waterproofingwale.com to, make the payment of the Seller Proceeds to You after deducting Waterproofingwale.com's Marketing Fee, Logistic Service Provider Fees, Payment Collection Fees, any other applicable fees as per the Commercial Term Segment. The fee and charges in the preceding paras may be for services provided by third party service providers of Waterproofingwale.com and Waterproofingwale.com merely deducting one or more of such third party related fee and charges shall not be deemed to be providing the corresponding services to You. You shall be liable or responsible for bank charges or other costs incurred on account of incomplete or inaccurate information provided by You with respect to your Designated Account. In absence of any Seller Proceeds or in the event Seller Proceeds are not sufficient for Waterproofingwale.com to deduct and recover the aforesaid fee and charges, You shall promptly pay such fee and charges upon receipt of the invoice for the same from Waterproofingwale.com.

4.5 Waterproofingwale.com shall, at all times, have the right and option to deduct / adjust / off-set any payments due to, or from, You in one sale transaction against any payments due from, or to, You in other sale transactions including recovery/ adjustment/ off-set of any outstanding amount due and payable by You to Waterproofingwale.com from any Seller Proceeds payable to You and You authorize Waterproofingwale.com to such recovery, deduction, off-set or adjustment.

4.6 Unless stated otherwise, any and all fees or charges payable by You pursuant to this Agreement are exclusive of applicable taxes, and You agree to pay any taxes that are imposed and payable on such payments.

4.7 Waterproofingwale.com has the option to obtain an order for lower or NIL withholding tax from the applicable statutory authorities under Applicable Law. In case Waterproofingwale.com successfully procures such an order, it will communicate the same to You. In that case, the amounts retained shall be in accordance with the directions contained in the order as in force at the point in time when tax is required to be deducted at the source. Where You have deducted the taxes, You will promptly issue an appropriate tax withholding certificate for such an amount to Waterproofingwale.com.

5. OBLIGATIONS OF THE SELLER

5.1 You shall create and maintain all records of all the Products listed on the Website and also for those purchased by the Buyers through the Website, including all taxes, returns, refunds, etc., as may be required for various purposes including regulatory compliances and for the Website's Buyer's service purposes.

5.2 You may appoint a representative, who shall be Waterproofingwale.com's point of contact for any and all matters related to this Agreement, including all listings, sales and delivery related matters, and shall be authorized by You to communicate with Waterproofingwale.com regarding Your use of the Website / Seller Panel, and all transactions between You and the Buyer.

5.3 You shall be solely responsible and liable for any complaints and queries of Buyers with respect to the Products, its details and specifications, selling price of the Products, warranty terms, delayed delivery or non-delivery of the Products purchased or any complaints with respect to the quality or quantity of the Products delivered.

5.4 Buyers will have the option of providing Product / Seller reviews and rating of Sellers from whom they have purchased any Products using the Website. Waterproofingwale.com has the right (but not the obligation) to publish all such ratings and information received from the Buyer regarding the Product / Seller on the Website. Waterproofingwale.com is not obliged to

monitor or modify any such ratings or reviews. You confirm that you will not indulge in any unethical activity to manipulate, directly or indirectly, the information that can affect your rating. You further acknowledge that such ratings and reviews are the opinions of Buyers and Waterproofingwale.com is not responsible for such ratings and reviews.

5.5 You agree that Waterproofingwale.com takes no responsibility and assumes no liability for any content posted, stored or uploaded by You, Buyer or any third party, or for any loss or damage thereto, nor is Waterproofingwale.com liable for any mistakes, defamation, slander, feedback, libel, omissions, falsehoods, obscenity, you may encounter. Waterproofingwale.com is not liable for any statements, representations or content provided by its users in any public forum, personal home page or other interactive area.

5. TAX MATTERS

5.1 You will be responsible for the invoicing, collection and payment of any and all of taxes applicable on the Product sold through the Website together with the filing of all relevant returns and compliance required under VAT/CST/Entry Tax, Cess / Local Business Tax, Service Tax, Excise, GST, Customs or any other tax applicable on the Product listed and sold by You and applicable on You according to the Central / State / Local / Municipal Applicable Laws.

5.2 You will be solely responsible to charge correct rate of applicable taxes. You shall discharge Your obligations with respect to these taxes under Applicable Laws including valuation, MRP and classification of Product listed by You on Waterproofingwale.com and for any liability arising out of Your failure to comply with these obligations You shall be liable to indemnify Waterproofingwale.com and other persons in accordance with this Agreement. You will issue VAT/CST invoice/credit memos as applicable including immediate correction, in case any discrepancies or errors are observed in terms of the mandatory statutory requirement prescribed under Applicable Laws. You will be solely responsible for preparing, making and filing any tax return/audit report, statutory reports and other filings and responding to any tax or financial audits of Your Products .

5.3 You will be responsible to obtain and maintain all valid Consents including but not limited to VAT / CST / Entry Tax / LBT / Cess, Customs duty etc. applicable on Your business or transactions and at no point of time You will accept the delivery of any order in case the Consent or any tax registration number is cancelled by the revenue authorities. You will be responsible to provide immediate request of de-activation of Your registration in Waterproofingwale.com database in case of any change of ownership, restructuring or cessation of business by You.

5.4 In case of instruction from any statutory authority or in the interest of tax compliances, Waterproofingwale.com may ask and You agree to promptly provide Waterproofingwale.com requisite evidence of Your discharge of obligations relating to taxes and in case of Your failure to duly deposit and / or comply with tax obligations, Waterproofingwale.com shall have the right to immediately de-activate Your account and/or utilize Seller Proceeds for discharging statutory obligations arising due to Your failure.

5.5 If Waterproofingwale.com is required by Applicable Law to collect any taxes from You, You will immediately pay such taxes to Waterproofingwale.com and Waterproofingwale.com shall have the right to deduct or recover the same from the Seller Proceeds.

5.6 If for any reason, any income tax or withholding tax or any statutory dues or taxes are instructed by any statutory authority to be deducted and deposited on any payments or remittances to You including Seller Proceeds or Selling Price, Waterproofingwale.com will have the right to deduct and deposit any such applicable taxes with the appropriate statutory authority and the remit the balance amount to You. No claim in respect of such taxes deposited would be made by You against Waterproofingwale.com.

5.7 You undertake that all information provided by You in relation to Your above obligations including various registration / Consents are true, accurate and current and You will immediately update any such information in case of any changes. Waterproofingwale.com reserves the right to request additional information and to confirm the validity of any of Your account information (including without limitation VAT/CST/Entry Tax related registration number) from You or Government authorities and agencies as permitted by Applicable Laws and You hereby irrevocably authorize Waterproofingwale.com to request and obtain such information from such Government authorities and agencies. Further, You agree to provide any such information to Waterproofingwale.com immediately upon request. Waterproofingwale.com reserves the right to charge You any applicable unbilled VAT if You provide a VAT/CST/Service Tax registration number, or evidence of being in business, that is determined to be invalid. VAT/CST registered sellers and sellers who provide evidence of being in business agree to accept electronic VAT/CST/Service Tax invoices in a format and method of delivery as determined by Waterproofingwale.com in compliance with Applicable Law.

5.8 In addition to other indemnification obligations in this Agreement, You agree to indemnify, defend and hold harmless Waterproofingwale.com, its affiliates and its respective officers, directors, employees, contractors , representatives and agents against:

- a) Any of Your taxes or the collection, payment or failure to collect or pay due taxes / Forms by You on transactions carried out by you on Website or through the Fulfillment Centre facility.
- b) Road permits / Way-bill / Forms, if required by the Logistic Service Provider or any other related third party for the entry/exit of goods to/from the State in which You are conducting Your business by using Waterproofingwale.com Website/ facility and the same will be provided by You at your own expense.

5.9 Notwithstanding anything else contained herein, if subsequent to the date of signing of this Agreement or activation of Seller Panel, any new or additional taxes and similar levies in nature and any increased in the direct cost resulting from future legislation or interpretation of existing or future legislation, including and not limited to, VAT/CST, GST, R&D cess, works contract tax, services tax, excise, LBT, entry taxes, Customs duty etc. are imposed by Government/s or the concerned authorities which You are bound to pay in respect of the payments received by You in pursuance of the sale of Products or services rendered by You to Buyers on Website, then such new/additional taxes/levies will be borne by You. Additionally, the implementation of any upward / downward change in the rates of the existing taxes/levies shall be Your sole responsibility.

5.10 You agree that any non-compliance of taxes matters under this clause may cause prejudice or harm to the reputation and goodwill of Waterproofingwale.com. If Waterproofingwale.com is informed or aware about any such non-compliance then without prejudice to Waterproofingwale.com's other rights and remedies under Applicable Laws, this Agreement or equity, Waterproofingwale.com shall be entitled to withhold any amount accrued to You pursuant to this Agreement including any Seller Proceeds. Waterproofingwale.com shall also be entitled to off-set or withhold remittances of an amount which in its reasonable estimation is required to safeguard its interests or comply with statutory directions / instructions or to cover losses, damages, liabilities, penalties or claims and for such purpose You hereby authorize Waterproofingwale.com to give instructions to the Nodal Bank to release the corresponding payments to Waterproofingwale.com or to any relevant third party.

6. TRANSFER OF OWNERSHIP OF PRODUCT, LOGISTICS AND BUYERS' RIGHTS

6.1 You agree that Waterproofingwale.com's role is that of an intermediary in the form of an online marketplace and is limited to managing the Website to permit You to exhibit, advertise, display, make available and offer to sell the Products and other incidental services to facilitate the transactions between You and the Buyers. Accordingly, the contract for sale of any of the Products shall be a bipartite contract between You and the Buyer. At no time shall Waterproofingwale.com have any obligations or liabilities in respect of such contract nor shall Waterproofingwale.com hold any title in the Products. The title in the Products and other rights and interest in the Products shall directly pass on the Buyer from the Seller in accordance with the terms of this Agreement.

6.2 The ownership (i.e. title) and risk in the Product purchased will get transferred from the Seller to the Buyer free of any lien, charge, encumbrance or any third party interest after successful delivery of such Product at the delivery address provided by the Buyer on the Website at the time of ordering, and until such time the ownership and risk in the Products shall vest with the Seller alone. As a market place, Waterproofingwale.com will extend its services to Sellers by giving mandates to Logistic Service Providers for facilitating the smooth functioning of

the transaction between You and the Buyer. Any damage in transit on account of inadequate/unsuitable packaging will be to the account of the Seller.

6.3 You will offer standard manufacturer's or seller's warranty actually associated with the Products. Further, in the event You are not the manufacturer of the Products, You will pass on the warranties provided by the original equipment manufacturer / original manufacturer of the Products to the Buyer at the time of sale of the Products. You agree that the options of repair, replacement or 100% (one hundred percent) refund of Selling Price will be provided by You to the Buyer in the event of any manufacturing defect or damage in relation to the Product. You 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 You at all times.

6.4 The bi-partite relationship between You and the Buyer for any transaction between You and the Buyer on or through the Website shall be further subject to the Standard Terms of Sale.

6.5 During the course of Your dealing with the Buyer on or through the Website, You may receive or be provided certain personally identifiable information or sensitive personal information of the Buyer. You shall keep such information strictly confidential and shall not disclose or reveal such information to any third party. In addition to the above confidentiality and non-disclosure obligation, You shall ensure that Your dealing with Buyer's information shall not lead to Waterproofingwale.com's breach of the Privacy Policy with respect to such Buyer's information.

7. AUDIT

Waterproofingwale.com shall have the right to inspect and audit Your records and premises / place of business through itself or through Waterproofingwale.com approved third party in case the same is required to ensure Waterproofingwale.com compliance of Applicable Laws or any statutory obligations / instructions.

REPRESENTATIONS AND WARRANTIES

7.1 The Parties hereby represent and warrant to each other as under:

7.2 The Parties have all requisite power, authority and competency 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

7.3 The execution and performance of this Agreement by either Party does not and will not violate any provision of any existing contract or Applicable Law.

7.4 In addition, the Seller represents, undertakes and warrants that, at all times during the Term of this Agreement, it will:

7.5 deal honestly, fairly, and in good faith with both Buyer and Waterproofingwale.com;

7.6 not exhibit, advertise, make available, offer for sale, sell or deliver any Banned Products or counterfeit or fake products on the Website;

7.6 not to claim or represent any refurbished products or second hand products as „new“ or „un-used“, as the case may be;

7.7 deliver the Products to the Buyers in a timely manner consistent with the terms of this Agreement;

7.8 exhibit, advertise, make available, offer, sale, deliver the Products in accordance with all Applicable Laws;

7.9 comply with all Applicable Laws in the performance of this Agreement;

7.10 procure and shall maintain all Consents required for exhibiting, advertising, making available, offering, selling, delivering the Products;

7.11 attend to, and resolve, the Buyers“ queries with regard to the delivery of the Products and the quantity and quality of the Products immediately from the date of receipt of such query;

7.12 ensure that every Product exhibited, advertised, made available, offered or sold on the platform is manufactured / imported in compliance with the Applicable Laws;

7.13 ensure that the Selling Price of all the Products offered on the Website shall be either equal to, or less than, the Maximum Retail Price (MRP) of that Product, as may be determined in accordance with Applicable Laws. The MRP, along with other statutory declarations, shall be mentioned on each Product and/or on its packaging in accordance with Applicable Laws. You confirm that selling and delivering Products above MRP or any type of misrepresenting related to MRP, discounts etc. or indulging in any other unlawful/ unethical practice through the Website will cause great prejudice and harm to the reputation and goodwill of Waterproofingwale.com and in case of any such complaint, You shall be liable to pay or compensate such amount to Waterproofingwale.com in accordance with “Prohibited Activities and Consequences Policy”. You agree that this liability will not be treated as penalty and Waterproofingwale.com shall have all other legal and contractual rights and remedies under this Agreement and Applicable Laws. In addition to this, Your Products will be immediately delisted from Waterproofingwale.com and all Your rights will be revoked.

7.14 You will not re-register with another name in the event of delisting due to any reason pursuant to this Agreement.

7.15 The Seller hereby declares and represents that it deals only in original, new and unused, legitimate and genuine Products which are either self-manufactured and/or procured from legitimate channels or wherever required Seller has authority to deal in / sell such Products and in compliance with Applicable Laws. Where the Seller deals in refurbished or second-hand products, the Seller shall not list or advertise the Products on the Website stating these are new or unused.

7.16 The content of the Products, the text descriptions, graphics or pictures regarding the Product being uploaded on the Website 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. All such content and information shall be in compliance with Applicable Laws as well as Waterproofingwale.com's Website Terms of Use, online Sale and Privacy Policy.

7.16 The Seller represents that the Seller shall not, at any time, use any intellectual property of Waterproofingwale.com in any manner without the prior written consent of Waterproofingwale.com. The Seller also represents that the Seller shall not purchase any Waterproofingwale.com meta tags on the Internet without the prior written consent of Waterproofingwale.com.

7.17 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, or is infringing any third party's intellectual property rights, then Waterproofingwale.com may initiate civil and/or criminal proceedings against the Seller and Waterproofingwale.com may, at its sole discretion, suspend, block, restrict, or cancel the Seller's registration on the Website and /or disqualify / bar the Seller from selling the Products on the Website.

8 CONFIDENTIALITY

8.1 You acknowledge that during the existence of this Agreement, You will have access to confidential information of Waterproofingwale.com and its affiliates and their respective third parties which shall include the data and information of Buyer or any user of the Website. You undertake to keep strictly confidential all data, reports and other confidential information supplied to You by Waterproofingwale.com or You have the access under this Agreement and shall not sell or otherwise make that information available to any third parties and shall not use the confidential information solely in connection with this Agreement.

9. SUSPENSION AND TERMINATION

9.1 This Agreement may be terminated:

(i) By Waterproofingwale.com, with immediate effect, if You are in breach of any of its terms and/or any of the Waterproofingwale.com Policies, provided that, instead of terminating this Agreement, Waterproofingwale.com may, at its discretion, delist or disable Your listings from the Website and/or temporarily or permanently disable Your access to Seller Panel and/or User ID;

(ii) By Waterproofingwale.com, without any reason, by giving You a prior written notice of seven (7) days;

(iii) By Seller, with 30 (thirty) days prior written notice to Waterproofingwale.com (to its Grievance Officer), unless specifically stated to the contrary in this Agreement; or

(iv) By Waterproofingwale.com, with immediate effect, if a petition for relief under any bankruptcy or insolvency is filed by or against You, or You make an assignment for the benefit of the creditors, or a receiver or an administrative receiver or administrator is appointed for all or a substantial part of Your assets.

9.2 Waterproofingwale.com also has the right to suspend Your access to the Seller Panel (instead of terminating the Agreement) for any period of time (during which time period You shall not be permitted to sell Your Products on the Website) on the occurrence of any of the termination triggers specified in Clause 18.1 above or without any reason as stated in 18.1(ii) above.

10. Miscellaneous

Amendments to Agreement

Either party to the agreement shall have the right to initiate changes in clauses of this agreement by giving a 30 days' notice to each other to be accepted and signed by both parties.

Indemnification

As Waterproofingwale is a Platform facilitating buy and sell transactions between Buyers and Sellers, the Buyer and Seller shall defend, indemnify, and hold harmless Waterproofingwale.com, its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders, and employees (collectively, "Indemnities") against any and all loss, injury, death, damage, liability, claim, action, judgment, interest, penalty, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any

right to indemnification hereunder (collectively, "Losses") arising out any transaction conducted between the buyer and the seller via the Waterproofingwale platform or its team, in connection with credit or any transaction being facilitated through Waterproofingwale.com, any negligence, willful misconduct or breach of the Terms of this Agreement.

Non-Disclosure

Waterproofingwale is committed to not disclosing/sharing seller specific information relating to Price, Quantity, Quality of items purchased through the marketplace. Such information shall only be available to the seller/manufacturer/supplier or his authorised representative.

Non-Circumvention

The Supplier/Seller agrees not to circumvent the commercial relationship between Waterproofingwale and the Buyer/Customer/Builder for seeking Purchase orders and for sending quotes to Buyer, including but not limited to; avoiding, or bypassing due payments or divisions of Service charges, any margin or fees mutually agreed upon etc, in connection with this Agreement.

Jurisdiction & Arbitration

The sole and exclusive place of jurisdiction for any dispute arising under this Agreement shall be CBD Belapur Navi Mumbai. In event of any irreconcilable dispute arising between the parties hereto at any time during the validity of this agreement, a person to be mutually agreed to by both the parties to this Agreement shall refer the same to the sole arbitration. This arbitration shall be conducted as per the rules of the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time) and the place of arbitration shall be at CBD Belapur Navi Mumbai. It is being fully understood between the parties that the Arbitrator as mentioned in this clause shall be mutually decided between the parties, within a period of 15 days after either of the parties to this Agreement gives notice in writing to the other regarding the same. The laws of India shall govern this agreement and the courts of CBD Belapur Navi Mumbai shall have exclusive jurisdiction in respect of matters under this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS AGREEMENT ON THIS THE _____ DAY OF _____ 2017, AT CBD Belapur Navi Mumbai:

For _____

For **Waterproofingwale (Karma Yoga**

Vedanta Pvt Ltd)

(Authorized Signatory)
Name:
Designation

(Authorized Signatory)
Name:
Designation: