

MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is made and executed by and between:

1. **BigFoot Retail Solutions Private Limited**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at Plot 264, Westend Marg, Saidulajab, Saket, New Delhi - 110030 (hereinafter referred to as “**KartRocket**” or “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns); AND
2. **You**, a a Merchant having an ‘Account’ with KartRocket (hereinafter referred to as “**Merchant**” or “**You**” or “**Your**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns).

The Company and the Merchant shall hereinafter collectively be referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

- A. The Company is in the business of developing and operating e-commerce business for retailers and manufacturers. KartRocket’s proprietary technology, web site design and development capabilities, order processing capabilities, fulfillment capabilities and centralized inventory management enables clients to offer e-commerce to their customers (“**Business**”). www.kartrocket.com (“**Website**”) and the Mobile Application (“**App**”) are owned, registered and operated by the Company.
- B. This Agreement is pursuant to Your acceptance of the Order Form/ Sales Closure Form. The terms and conditions of the Oder Form/ Sales Closure Form are to be read as a part of this Agreement and shall form an integral part of this Agreement.
- C. You are advised to read this Agreement carefully. In the event the terms and conditions contained herein are not acceptable to You, then do not click the “I AGREE” box, at the bottom of the document and do not use the Services provided by the Company.
- D. This Agreement governs Your usage of the Website, App and the Services (defined below) provided by the Company. This terms and conditions mentioned herein, constitute a valid and legally binding Agreement by and between the Parties.
- E. We reserve the right to make changes to the terms and conditions contained herein. Your continued use of the Services constitutes Your agreement to such modifications. You agree to periodically review the terms and conditions of this Agreement, as posted on the Website/ App.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

1.1. In this Agreement, including in the Recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires:

- (a) “**Agreement**” means this Master Services Agreement and any schedules/ annexures hereto, whether attached or incorporated by reference;
- (b) “**Applicable Law**” shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;
- (c) “**Authority**” shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of the India or any other country;
- (d) “**Confidential Information**” shall mean any information relating to the business, customers, suppliers, services, products, affairs, performance, marketing plans and finances, which is treated by the Parties as being confidential and trade secrets (including technical data and know-how) relating to the business or suppliers, clients or customers;
- (e) “**Force Majeure**” means an act of god, war, civil disturbance, strike, lockout, act of terrorism, flood, fire, explosion or legislation or restriction by any government or other authority, or any other similar circumstance beyond the control of any Party, which has the effect of wholly or partially suspending the obligations hereunder, of the Party concerned during the continuance and to the extent of such prevention, interruption or hindrance;
- (f) “**Intellectual Property**” or “**Intellectual Property Rights**” shall mean any and all trademarks and services marks (whether or not registered), copyrights, design rights (whether or not registered), moral rights, patents, performance rights, database rights, Internet, WAP and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, or be capable of registration, in each case in relation to the either Party, in any jurisdiction;
- (g) “**Order Form/ Sales Closure Form**” shall mean the document executed by and between KartRocket and Merchant.
- (h) “**Term**” shall have the meaning ascribed to it in Clause 13.1 of this Agreement.

2. REPRESENTATIONS AND WARRANTIES OF THE MERCHANT

2.1. You represent and warrant to the Company that:

- (a) In the event You are a natural person, then You are 18 years or older and in the event You are a legal person, then You are a duly registered entity under Applicable Law;
- (b) To access and use the Services, You have/ shall register on the Website/ App and create an 'Account' by providing true and accurate details, including but not limited to Your full legal name, current address, phone number, a valid email address etc. If you provide any information that is untrue, inaccurate, not current or incomplete or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company reserves its right to revoke any and all licenses under this Agreement and indefinitely suspend, terminate the Services being provided to You and refuse to provide You with access to the Website/ App;
- (c) You shall have only one Account, which shall/ is in Your real name and You are not a banned/ restricted user of the Website/App. You further agree and acknowledge that You shall not create fake/ duplicate accounts on the Website/ App;
- (d) You are/ shall be responsible for maintaining the confidentiality of your Account ID and password. You are/ shall be responsible for all activities that occur under your Account.
- (e) You agree to keep Your contact information up to date;
- (f) You shall comply with and fully adhere to the terms and conditions mentioned in this Agreement;
- (g) You shall not use the Services provided by the Company/ not access the Website/ App for any unlawful purposes;
- (h) You understand and agree that the information provided by You shall be stored by the Company in accordance with the terms and conditions of the Privacy Policy published on the Website/ App;
- (i) You shall not infringe or misappropriate any third party's Intellectual Property Rights;
- (j) You shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any Applicable Law, or any item mentioned in the list of 'Prohibited and Restricted Items' detailed in **Schedule C** to this Agreement;

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

3.1. The Company represents and warrants to the Merchant that:

- (a) The Company is a duly registered private limited company as under the relevant provisions of the Companies Act, 1956;
- (b) The Company is in compliance with Applicable Law to provide the Services to the Merchant(s); and
- (c) The Company shall comply with the Privacy Policy (as published on the Website/ App) and

ensure data security of the Merchant(s) at all times.

4. SERVICES

- 4.1. Upon activation of Your Account and subject to Your payment of Consideration (as defined below), the Company shall provide certain hosting, support and other miscellaneous services (“**Services**”). Such Services shall be based on the Merchant’s choice. The Merchant may also choose to opt for customizations/ add-on Services.
- 4.2. A detailed list of the Services offered by the Company is provided for in **Schedule A** to this Agreement. Based on the Services opted for by the Merchant, in the Order Form/ Sales Closure Form, certain specific terms and conditions shall apply to the Merchant. Such terms and conditions are outlined below each Service, in **Schedule A** to this Agreement.

5. CONSIDERATION AND PAYMENT TERMS

- 5.1. In consideration of the Services provided to the Merchant, the Merchant agrees to pay to the Company, a sufficient and valid consideration, the details of which are outlined in **Schedule B** to this Agreement (“**Consideration**”). The Consideration shall be based on the Services opted for by the Merchant, in the Order Form/ Sales Closure Form. The Consideration shall be payable in accordance with the Payment Schedule that is also outlined in **Schedule B** to this Agreement.
- 5.2. The Consideration shall be paid by the Merchant to the designated bank account of the Company (“**Designated Account**”), as specified in **Schedule B** to this Agreement.
- 5.3. The Consideration specified in this Agreement are exclusive of all applicable taxes.

6. LIMITED LICENSE

- 6.1. For the purpose of providing Services to the Merchant, the Company shall make available the ‘Software’ and all Intellectual Property Rights therein, to the Merchant. The Company shall grant a non- exclusive, non-transferable, revocable, limited license to the Merchant, to remotely access and use the Software on servers operated by or for the Company, through the App, solely for the purpose of building and maintaining an interactive store, hosted by the Company’s servers on which the Merchant offers Merchant’s or third party’s products or services (“**Licensee’s Store**” or “**Merchant’s Store**”).
- 6.2. The Software and its structure, organization, and source code constitute Company’s Intellectual Property and except as expressly permitted, the Merchant shall not, either directly or through a third party, (a) modify, adapt, alter, translate, or create derivative works from the Software; (b) distribute, sublicense, lease, rent, loan, or otherwise transfer the Software to any third party.
- 6.3. **Additional Software and Services:** Certain additional features that the Company may make available to the Merchant, may require access to and/or installation of additional software (including third party software) that is subject to supplemental or independent terms and conditions (“**Additional Software**”). The Company may also make available certain additional services (including third party services) that are subject to supplemental or

independent terms and conditions (“**Additional Services**”). Such Additional Software and Additional Services are subject to certain additional payments, as provided for in the Order Form/ Sales Closure Form, and are subject to Merchant’s consent to such additional terms and conditions associated with the use of Additional Software and Additional Services.

- 6.4. The Merchant shall be solely responsible for the development, operation and maintenance of Licensee’s Store, including the operation of Licensee’s Store, accepting, processing and filing customer orders generated through Licensee’s Store, and handling any customer inquiries, complaints, or disputes arising from orders or sales generated through Licensee’s Store. The Merchant agrees that the Company is not obligated to back- up any data related to Licensee’s Store’s operations and the Merchant shall independently take appropriate steps to maintain such data as required.
- 6.5. The Merchant shall be solely responsible for creating, managing, editing, reviewing, deleting and otherwise controlling the content on Licensee’s Store, regardless of whether or not the Company provides any design or customization Services to the Merchant, under this Agreement, including but not limited to all descriptions of the products and services the Merchant offers to its customers *via* the Licensee’s Store and user-generated content on Licensee’s Store.
- 6.6. The Merchant shall retain all rights, title and interest in and to all Intellectual Property Rights embodied in Merchant’s content, excluding any content provided by the Company.
- 6.7. Notwithstanding anything contained to the contrary in this Agreement, in the event the Merchant breaches any of the terms contained in this Clause 6, the Company reserves its right to suspend or terminate Licensee’s Store and/or any access to information or data related to Licensee’s Store, in accordance with Clause 13 of this Agreement.
- 6.8. The Merchant agrees and acknowledges that, by enabling it with the ability to publish and distribute either their own or third party products/services *via* the Software, the Company undertakes no obligation to review Licensee’s Store, the products or services listed therein or any other content published therein, including but not limited to user-generated content, published and/or distributed on Licensee’s Store to determine whether any such product, service or content may incur liability to third parties.
- 6.9. The Merchant hereby grants the Company an irrevocable, royalty-free, worldwide license to reproduce, distribute, create derivative works of, transmit, publicly perform, publicly display Merchant’s content solely for the purposes provided in this Agreement. The Merchant further agrees that the Company has the exclusive right, in its sole discretion, to share or distribute the content provided by the Merchant and to either allow or to disallow, any or all web crawlers to index sites or pages or e-stores hosted with the Company. The Merchant hereby agrees and acknowledges that the Company shall not be responsible in the event the Merchant violates any Intellectual Property Rights of any third party.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Merchant acknowledges that the Company is, and shall be the sole owner of all Intellectual Property Rights in and to any software, solutions and/or products that have been developed by the Company, so as to enable it to render Services to the Merchant.

- 7.2. The Company acknowledges that any Intellectual Property Rights already owned by the Merchant shall remain the sole property of such Merchant. However, so as to enable the Company to provide Services and to comply with its obligations under this Agreement, the Merchant acknowledges that the Merchant's Intellectual Property Rights or part thereof will need to be made available to the Company. Accordingly, as and when required by the Company, the Merchant shall grant to the Company a non-exclusive, non-transferable license to use the Merchant's Intellectual Property Rights or vice-versa.
- 7.3. The Parties recognize that all third party Intellectual Property Rights are the exclusive property of their respective owners. The Company shall inform the Merchant of any third party Intellectual Property Rights that may be required to perform the Services, required under the terms of this Agreement. Under such circumstances, both Parties shall seek to procure appropriate licenses to use such third party Intellectual Property Rights from the owner of such third party Intellectual Property Rights.

8. USE OF CONFIDENTIAL INFORMATION

- 8.1. Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this agreement. The Party that receives Confidential Information shall be known as "**Receiving Party**". The Party that discloses Confidential Information shall be known as "**Disclosing Party**".
- 8.2. The Receiving Party acknowledges that the Confidential Information is received on a confidential basis, and that the Disclosing Party shall remain the exclusive owner of its Confidential Information and of Intellectual Property Rights contained therein.
- 8.3. The Receiving Party shall:
- (a) use the Confidential Information of the Disclosing Party only for purposes of complying with its obligations under this Agreement and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever (or in any manner which would benefit any competitor of the Disclosing Party) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by the Disclosing Party;
 - (b) use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Receiving Party exercises in protecting its own valuable confidential information. Any contractors engaged by or prospective contractors to be engaged by the Receiving Party in connection with the performance of the Services shall be required to assume obligations of secrecy equal to or greater than the obligations that the Receiving Party has assumed in this Agreement with respect to the Confidential Information;
 - (c) not, without the prior written consent of the Disclosing Party, disclose or otherwise make available the Disclosing Party's Confidential Information or any part thereof to

any party other than those of its directors, officers, agents, servants, employees, professional advisors, contractors or prospective contractors who need to know the Confidential Information for the purposes set forth herein;

- (d) not copy or reproduce in any manner whatsoever the Confidential Information of the Disclosing Party or any part thereof without the prior written consent of the Disclosing Party, except where required for its own internal use in accordance with this Agreement; and
- (e) promptly upon the request of the Disclosing Party, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, at the option of the Disclosing Party, destroy and confirm in writing the destruction of the Confidential Information;

Provided, however that nothing herein shall restrict in any manner the ability of either Party to use or disclose Confidential Information owned by it in any manner whatsoever, and the obligations of confidentiality herein shall apply to each Party only to the extent that the Confidential Information or portion thereof is not owned by that particular Party.

9. FRAUD AND IMPROPER CONDUCT

9.1. You may only access the Software/ Website/ App and use the Services for lawful purposes, and any products, services or content published and distributed on the Merchant's Store and its related activities shall not violate the terms of this Agreement and specifically Schedule C hereto. You are solely responsible for the knowledge of and adherence to any and all provisions of Applicable Law pertaining to Your use of the Services. You agree that You will not in any way:

- (a) Interfere with the ability of other users to access or use the Services;
- (b) Disrupt the normal flow of communication or otherwise act in a manner that adversely affects other users ability to use the Services/ Software;
- (c) Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services;
- (d) Upload or post or use the Service to transfer, any content or other material that contains or constitutes viruses, Trojan horse or other code with malicious, disruptive and/or destructive features;
- (e) Use scripts, automated procedures such as bots, robots, spiders, etc. to hack, recreate or disturb the normal functioning of the Software/ Website/ App;
- (f) Use any automated data collection techniques or procedures or programs to collect registered Merchant's data;
- (g) Undertake e-mail harvesting using bots, robots, spiders, scrapping, etc. to access registered Merchant's e-mail ids;

- (h) You shall not attempt to gain unauthorized access to the account of any other merchant; and
- (i) You shall not use any false or misleading information (e.g., false or misleading names, email addresses or URLs) when using the service, including, without limitation, with respect to any identifying information for Your account, and all information that You provide must be accurate and correct, and You must update any changes to such information, so that it remains current.

10. DISCLAIMER OF WARRANTIES

- 10.1. The Company provides the Software, Additional Software, Services and Additional Services on an “AS IS” basis without warranties of any kind either express or implied. To the fullest extent possible pursuant to Applicable Law, the Company disclaims any and all express, implied or statutory warranties, including the warranties of merchantability, fitness for a particular purpose, quiet enjoyment, title, non-infringement; and warranties arising from a course of dealing, usage or trade practice are excluded.
- 10.2. The Company does not warrant that the Software, Additional Software, Services and Additional Services shall be error-free or uninterrupted and makes no representations regarding uptime, use, data security, accuracy and reliability of their Services.

11. INDEMNIFICATION

- 11.1. The Merchant (“**Indemnifying Party**”) agrees to indemnify and hold the Company (“**Indemnified Party**”) harmless from any third party claims arising from or related to:
 - (a) A breach of the terms of this Agreement; or
 - (b) A violation of any Applicable Law.

The foregoing is, however, conditional upon the Indemnified Party (i) notifying the Indemnifying Party in writing and in detail without undue delay, (ii) authorizing the Indemnifying Party to conduct any judicial proceedings with such third party on its own, and (iii) providing the Indemnifying Party (at the expense of the Indemnifying Party) with any reasonable assistance so that the Indemnifying Party can defend such third party claims.

12. LIMITATION OF LIABILITY

- 12.1. UNDER NO CIRCUMSTANCES SHALL THE COMPANY, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AGENTS BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, OR EXEMPLARY OR PUNITIVE DAMAGES.

13. TERM AND TERMINATION

- 13.1. This Agreement is effective as of the date on which the Merchant creates an Account on the Website/ App and shall remain in place until terminated by either Party in accordance with Section 13.2 below.

13.2. Either Party shall have the right to terminate this Agreement by giving written notice to the other in the event that:

- (a) the other Party has committed a material breach of any of its obligations hereunder which cannot be remedied;
- (b) the other Party has committed a material or repeated breach of any of its obligations hereunder and has failed to remedy such breach (if the same is capable of remedy) within thirty (30) days of being required by written notice so to do;
- (c) the other Party goes into liquidation (whether compulsory or voluntary) or an administrator or receiver is appointed over the whole or any part of that other Party's assets or if that other Party enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any judgment is made against that other Party or any similar occurrence under any jurisdiction affects that other Party; or
- (d) the other Party ceases or threatens to cease to carry on business or is removed from the relevant register of companies, where applicable; or
- (e) there is a Change in Control of the other Party; or
- (f) the other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

13.3. Either Party's right to terminate this Agreement shall be without prejudice to the other rights and remedies it may have under Applicable Law.

13.4. Neither Party may terminate this Agreement for convenience.

14. CONSEQUENCES OF TERMINATION

14.1. Upon termination of this Agreement, any rights or authority granted by either Party to the other Party shall terminate with immediate effect and all payments accrued before or on the effective date of termination will become immediately due and payable.

14.2. Within 10 (ten) business days after any termination, upon the request of the Disclosing Party, the Receiving Party will return or destroy, at the option of the Disclosing Party, all Confidential Information of the Disclosing Party.

14.3. The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced in any manner.

15. MISCELLANEOUS

15.1. **Force Majeure:** No Party shall be liable to the other Parties for delay or failure to perform caused by a Force Majeure Event. The Party whose performance is affected by a Force Majeure Event shall promptly notify the other Parties of the existence and cessation of such Force

Majeure Event. The Parties shall take all reasonable steps within their power to recommence performance of the Agreement following a Force Majeure Event after it expires or is no longer in effect.

- 15.2. **Entire Agreement:** This Agreement, the Schedules and recitals hereto (which are hereby expressly incorporated herein by reference) constitutes the entire understanding between the Parties and supersedes all other discussions and understanding between the Parties.
- 15.3. **Assignment:** This Agreement and the rights and obligations herein may not be assigned by either Party without the written consent of the other Party.
- 15.4. **Amendments and Waivers:** This Agreement may be amended only with the written consent of both Parties. Any amendment or waiver effected in accordance with this Clause 15.4 shall be binding upon both Parties.
- 15.5. **Delays or Omissions:** No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this in the Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.
- 15.6. **No Partnership:** Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership or a joint venture between the Parties. Neither Party shall have any authority to bind the other Party in any manner whatsoever. This Agreement shall be construed to have been entered on a principal to principal basis.
- 15.7. **Notices:** Unless otherwise provided herein, all notices or other communications to be given shall be made in writing by letter or email communication to the addresses provided by the Parties.
- 15.8. **Severability;** The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this Agreement, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.
- 15.9. **Governing Law and Dispute Resolution**
 - (a) This Agreement shall be governed by the laws of India and subject to the dispute resolution provided for herein below, the courts of New Delhi shall have jurisdiction to the exclusion of all other courts.

- (b) Subject to Clause 15.9 (a) above, in the event of any dispute arising out of, under, or in relation to, the terms and conditions of this Agreement, the Parties agree to submit such dispute to arbitration.
 - (c) Such arbitration shall be in accordance with the rules framed under the provisions of the Arbitration and Conciliation Act, 1996 (which rules are deemed to be incorporated in this Agreement by reference herein) and shall be held in New Delhi. All proceedings of such arbitration shall be in the English language.
 - (d) The Tribunal shall consist of a sole arbitrator agreed to by both Parties. In the event the Parties are unable to agree on who the sole arbitrator will be, the dispute shall be finally settled by a sole arbitrator, appointed pursuant to Section 11 of the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English.
 - (e) The arbitral awards rendered shall be final and binding and shall not be subject to any form of appeal. The successful Party may seek to enforce the award in an appropriate jurisdiction, including India.
 - (f) Each Party shall bear their own costs and expenses, incurred in connection with the arbitration proceedings.
 - (g) Nothing herein shall preclude either Party from seeking interim or permanent equitable or injunctive relief, or both, from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the Parties to pursue any remedy for monetary damages through the arbitration described in this Clause 15.9.
- 15.10. **Survival:** The provisions of Clause 7 (*Intellectual Property Rights*), Clause 8 (*Confidentiality*), Clause 11 (*Indemnification*), Clause 12 (*Limitation of Liability*), Clause 15 (*Miscellaneous*), and such other provisions of this Agreement, which are by their nature, intended to survive the termination of this Agreement, shall survive the termination of this Agreement.
- 15.11. **Conflict:** In the event of any conflict between the terms of this Agreement and any other agreement executed between the Parties, the terms of this Agreement shall prevail.
- 15.12. **Electronic Signature:** By clicking on the "I AGREE" box, the Merchant agrees that it is validly signing this Agreement electronically. The Merchant agrees that such electronic signature is the legal equivalent of the physical execution of this Agreement and that the Parties are legally bound by the terms and conditions of this Agreement.

SCHEDULE A

LIST OF SERVICES

The Company shall provide the following Services, based on the choices of the Merchant. The Merchant agrees and acknowledges to adhere to certain additional terms and conditions (associated with Services) and pay the Consideration therein.

- (1) **STORE DESIGN AND CUSTOMIZATION:** At Merchant's request, and subject to Company's acceptance of Merchant's request and Merchant's payment of applicable fees, the Company shall provide, design and customization services for Merchant, in accordance with the current customization terms and conditions and customization costs. This Service is not Free of charge and is not included in the 'subscription fee packages'. However, the Merchant is free to use the tools provided in the admin area of KartRocket to design their store however they wish.
- (2) **DOMAIN NAME REGISTRATION:** At Merchant's request the Company may provide certain Additional Services. Additional Services may include acquisition and registration of a second-level domain name ("**Domain Name**") for Your Store on Your behalf. You hereby appoint the Company and the third parties who provide domain name registration services to Company as Your agent in the acquisition, registration and ongoing administration of Domain Names on Your behalf and You authorize Company and the third parties who provide domain name registration services to Company to select and issue binding instructions to domain name registrars and registries used to acquire, register and administer Domain Names on Your behalf. Company provides this Service as a convenience to You, and You hereby waive any and all claims that You may have, or which may later arise, against the Company, for any and all damages, losses, claims or expenses arising out of or related to the acquisition, registration and/or use of such Domain Name. In addition, Company reserves the right, to refuse to acquire or register any domain name requested by You, and to discontinue the use of any domain name requested by You.
- (3) **SHIPROCKET SERVICES:** The Company owns and operates its logistic software, hereinafter to be referred as "**Shiprocket**", providing its Merchants an automated shipping panel services integrated with the courier partners. Merchant agrees that the Company has no role and responsibility in the actual delivery and shipment of the product.

Terms of ShipRocket Service:

- (a) The Merchant agrees that the shipments shall be picked up by Company's logistics partner from Merchants' locations as communicated to the Company, at the time of signing up.
- (b) The tracking number and logistics partner would be assigned by an automated process based on the pickup and delivery pin code and type of shipment.
- (c) Merchants shall provide/display prominently on package the shipping label having full details of the Order Number, consignee details, product details, return address i.e. the shipping address and the Gross Value and Collectable Value (Net value) to be collected in case of COD (Cash on Delivery) shipments. The ShipRocket backend panel platform shall

enable the Merchant to take a print of the shipping label with all the details and the same shall be pasted on the package before the handover to the logistics partner happens.

- (d) Merchant shall agree that the shipment to be handed over to the logistic partner of the Company in a tamper proof packing of their brand along with the COD Order Form pasted on the shipment.
- (e) You agree that all claims must be notified to the Company in writing within thirty (30) days from the date of acceptance of the shipment, failing which Merchant forfeits and waives its right for/to such claim.
- (f) You agree that in case of shipments booked under COD (Cash on Delivery), Company's logistics partner shall collect Cash, as per the instructions mentioned on the COD Order and remit/reimburse the amount to Company, which then forth would be reimbursed to the Merchant. However, the Company shall not be held liable in case COD has been delayed or misplaced by the Courier Company. Merchant may seek its claim, loss or any damages suffered from the Courier Company.
- (g) You agree that You shall pay all duties, taxes, octroi, cess, clearance charges and any other charge/levy by whatsoever name called, levied on shipments.
- (h) The Merchant will be solely responsible to comply with all statutory requirements (State and Central Laws/Statutes) applicable in relation to booking, sale and transportation of the shipments carried and delivered by the logistics partners of the Company in pursuance of this agreement.
- (i) It is expressly understood by the Parties that the Company is not performing any activity or job or providing service on behalf of the Merchant which may amount to Seller or Retailer and or Stockiest/Distributor. The activities performed by the Company are based on specific instructions given by the Merchant as part of the scope defined and from time to time.
- (j) The Company may provide web based (online) tracking solutions for all shipments through its logistics partners.
- (k) You agree that Company's logistics partner, at the time of receiving the shipments from Merchant, will use Air Waybill provided to them by Company through its logistics management software 'ShipRocket'. It is agreed and understood by the Merchant that the Merchant shall be fully liable to its customers and neither the Company nor any of its logistics partner, shall have any direct or indirect connection/ relationship or responsibility/obligation to the end user of the Merchant.
- (l) Merchant must ensure security of all shipments which have been picked up from its customers by Company's logistics partners as per its security procedures as explained and informed to it before executing this Agreement. Merchant confirms that they are fully aware of the items prohibited and undertakes that no such prohibited items of shipment shall be handed over to Company's logistics partners for carriage.

(m) Merchant undertakes to fully indemnify and hold the third party delivering shipping, tracking and courier delivery services (hereinafter “**Courier Company**”) and/or the Company harmless in case of any breach of security procedures by the Merchant or by its customers.

Obligation of the Merchant:

- (a) You agree that the Merchant shall be responsible for proper; tamper proof and damage proof packing of the products.
- (b) Merchant shall be ready with the packed order when the courier person comes to receive the shipment, all pick-ups should be logged before the cut off time as directed by the customer support team of Company, and no pick up beyond the cut-off time of the logistics partner shall be possible. Merchant agrees that they shall contact the Courier Company personnel for the pickup arrangements.
- (c) Merchant shall collect receipt(s) of the signed copy of the shipping manifest; it is the proof of handover of shipment to the courier companies.
- (d) Merchant shall strictly only use the automated system for generating the pickup and move the shipment only on the AWB number generated from the ShipRocket administration panel provided during signup by the Merchant for shipping services. If the Merchant moves the shipment through the physical shipping docket or physical airway bill number a penalty of INR. 1000/- (Indian Rupees One Thousand) only shall be charged per airway bill number issued.
- (e) Merchant should properly paste and insert the invoice, in and on the package.
- (f) Merchant shall agree that the Service is only for single pick up location i.e. the orders will be picked by the courier companies from only one location which has been registered by the Merchant.
- (g) Merchant undertakes to fully indemnify and hold Courier Company or COMPANY not liable in case of any breach of security procedures by the Merchant(s), Merchant’s employees or its vendors.
- (h) Merchant shall agree that in case of a reverse pick up of orders, it shall be your responsibility, in case a reverse pick-up is requested by the Merchant the same shall be charged a fixed fee of INR 20/- (Indian Rupees Twenty) only, additional to the reverse freight charges which are equal to the delivery freight charges as mentioned in the proposal.
- (i) Merchant to agree that when a shipment coming back as RTO (return to origin) due to failure of COD or failed delivery or any other reason whatsoever, it is the Merchant’s/Merchant’s responsibility to change the status of the order to RTO received and intimate Company in with the Reverse Airway bill number. Merchant agrees to make payment as applicable.
- (j) Merchant shall agree that you will not book / handover or allows to be handed over any good which is banned, restricted, illegal, prohibited, stolen, infringing of any third party

rights, hazardous or dangerous. In the event Merchant hands over or provides the aforesaid products to the ShipRocket then ShipRocket shall not be responsible and shall not be liable for any loss, damage, theft or misappropriation of such Products even if Service Provider or Delivery Personnel has the knowledge of the same and even if such loss, damage, theft or misappropriation is caused due to any reason attributable to Service Provider or Delivery Personnel.

(k) Merchant understands, agrees and acknowledges that Company through its logistics partners is a mere Bailee of the Products, cash and is not an insurer of the same. Merchant hereby expressly and specifically waives all its rights and claims against Company and its logistics partners arising out of or in relation to the principles of insurance.

(4) **CHANGES IN SERVICES:** Company reserves the right to change, amend and/or otherwise alter the Services provided with equivalent or otherwise equal Services without prior notice to Merchant. Merchant agrees to receive administrative communications from Company in regards to the Software, Services, Merchant account, policy changes and system updates.

COMPANY'S SCOPE OF WORK

(1) **What is Go Live:** Go Live is a thirty (30) days training and support period granted to the Merchant(s) once they have made an advance payment for a KartRocket Plan or 'Onetime/ Customization Fee'. However, in the event, the Merchant has opted for 'Assisted Go Live' and has paid an advance 'Onetime/ Customization Fee', then the training and support period for such Merchant, shall not be limited to thirty (30) days. Start date of billing period shall be the earlier of (i) end of the 'Go Live Period'; or (ii) when the Merchant's online store is transferred the merchants own top level domain from the KartRocket trial URL.

(2) **Who Is Go Live Expert:** A KartRocket Expert, who will be assigned for helping the Merchant in setting up the store, during the 'Go Live Period'. Expert shall make a welcome call and provide a road map to the Merchant for setting up the store during the 'Go Live Period'. Expert shall arrange a training session for KartRocket admin panel and guide on various apps and modules required for store setup, this training will be divided into 3 sections as following:

- Basic Training – This will be arranged in the first week of the project initiation;
- Advanced Training (On Demand) – This training will be arranged on-demand basis. Ideally this will be arranged once basic store setup has been done by the Merchant (third week of the project initiation);
- Ship Rocket Training – This will be arranged once store is live and ready to accept transactions.

(3) Such training will be provided over Skype, Team Viewer or Google Hangout as per Merchant's preference. The following items should be ready with the Merchant, at the time of training:

- Logo of the company in jpg/png;

- Banner in jpg/png;
 - Product images in jpg & dimensions must be in the same ratio (Width:Height);
 - Product data sheet in the KartRocket format – Format will be shared at the time of welcome email/call by KartRocket Go Live Expert
 - Static pages like About Us, Shipping & Delivery Policy terms and conditions etc.
- (4) Merchant has to setup the store within the ‘Go Live Period’. During such time period, in the event the Merchant has doubts/ queries, it can take assistance from the Expert, assigned for his project.
- (5) KaRtrocket Go Live Expert will coordinate over email primarily and if required will assist to the client over phone.
- (6) Once store is ready from Merchant’s end, a basic quality check is performed by Go Live Expert as well as the same will be done by the Merchant.
- (7) Once Merchant is satisfied, he needs to raise a request to Go Live expert for making the store Live, over email.
- (8) Payment Gateway integration: While we may assist the Merchant to get connected to the most suitable payment gateway of their choice, account registration & activation is the sole responsibility of the Merchant.
- (9) Support from Go Live Expert will only be available for thirty (30) days from the signup date. After these thirty (30) days all the issues will be entertained by our support team. You need to register and raise tickets on support.kartrocket.com.
- (10) KartRocket Go Live Expert shall not do the following:
- (a) Banners, Logo, Product data creation is sole responsibility of the Merchant. KartRocket Go Live Expert shall only help by providing the exact dimensions and required format for the same.
 - (b) Store setup which includes design – Banners, Logo upload, product data upload, Image upload, Apps management, business rules setup will be done by the Merchant. KartRocket Go Live Expert shall only help the Merchant in setting up the store by providing a training session for the same. Please note, KartRocket Go Live Expert shall not setup the store their end.
 - (c) By default, custom design will not be in project scope, but if a Merchant requests for the same, the same should have been discussed with a representative of the Company and the design costs should have been paid by the Merchant. Only then shall the Go Live Expert work on the custom design requirements defined by the Merchant (in writing).
- (11) Training:

(i) **Basic Training (75Mins)**

- Template Finalization – 5Mins
- Store Design – 15Mins
 - Logo
 - Fav Icon
 - Banners
 - Home Page static blocks
 - Font and Color
- Data Creation and Management – 20Mins
 - Add a Product
 - Product Variations
 - Attributes
 - Create Category
 - Add a Brand
 - Bulk Upload
 - Bulk Image upload
 - Special Price
- Apps Management – 15Mins
 - Related Products, Hot sellers, Latest, Showcase and Discounted etc.
 - Left Category Menu
 - Basic Top Menu
 - Product Filters
 - Auto page Loader
 - Inclusive VAT
 - Google Analytics and Google Ad-words
 - SEO URLs and Tag Generator
- Business Rules -10Mins
 - Cash On Delivery
 - SMS confirmation
 - Free Flat Shipping
- Static Pages -5Mins
 - Static pages management
- Payment Gateway -5Mins

(ii) **Advanced Training (On-demand) (75Mins)**

- Store Design – 15Mins
 - Add your own HTML/CSS Code
 - Theme Builder
 - Category Page Columns
- Data Creation and Management – 10Mins

- Bulk Update
- Dependant Options (On Demand)
- Products Sorting
- Apps Management – 30Mins
 - Coupon Creation
 - Gift Voucher
 - Daily Deals
 - Facebook Store
 - Facebook Fanbox
 - Login with Facebook
 - Mailchimp (On-Demand)
 - Testimonial
 - Zopim Live Chat
 - Abandoned Cart Reminder (On-Demand)
 - Ebay Integration (On-Demand)
 - Amazon Integration (On-Demand)
 - Webengage (On-Demand)
 - Reward Points
 - Form Builder (On-Demand)
 - Discount %
- Business Rules -15Mins
 - CoD Charges
 - Handling Fee
 - Restricted Payment Method (On-Demand)
 - Weight based Shipping (On-Demand)
 - Special Case (On-Demand)
- Domain Pointing – 5Mins

(iii) Ship Rocket Training (35Mins)

- Process Order
- Assign courier – Ship Now (10Mins)
- Prints – Invoice, Shipping label, CoD Label, Manifest (5Mins)
- Generate Pickup (5Mins)
- Quick Add (5Mins)
- Bulk order import (5Mins)
- Dealing with courier companies (5Mins)

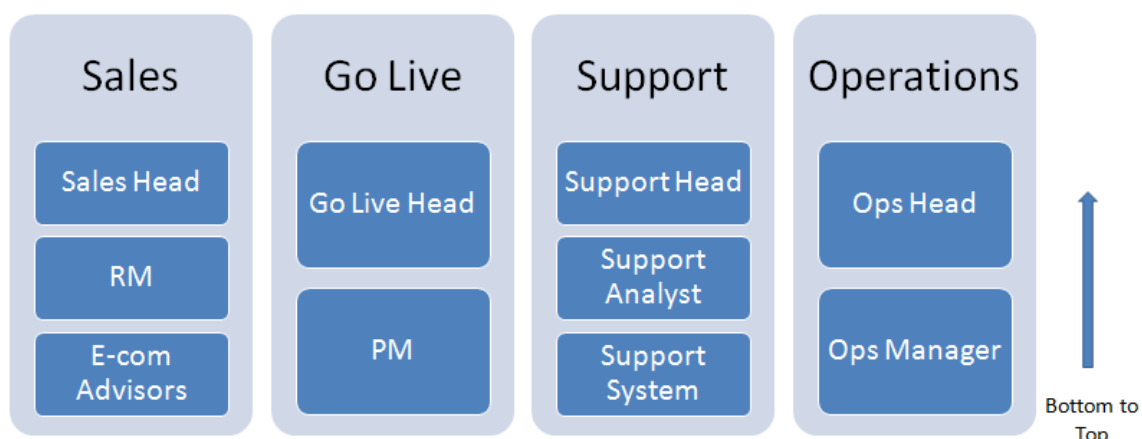
(12) Store Setup Checklist/Road Map:

Project Stage	Task Name	Responsibility
Initiation	Demo Store Creation	Client
Initiation	Domain name Booking	Client
Initiation	Payment Gateway Registration & Activation	Client
Go Live	Logo & Banners	Client
Go Live	Product data sheet	Client
Go Live	Admin Panel training	KartRocket Team
Go Live	Logo, Fav Icon & sold out image upload	Client
Go Live	Banners Upload	Client
Go Live	Product data upload (Excel & Images)	Client
Go Live	Design Change – Font color size etc.	Client
Go Live	Store setup + Apps Setup	Client
Go Live	Static Pages creation	Client
Go Live	Quality Check	Client/ KartRocket Team
Live	Domain Pointing	Client
Live	PG integration	Client
Live	Social Media integration	Client
Live	Google Analytics	Client
Live	Shiprocket Activation	KartRocket Team
Post Live	Order Management	Client
Post Live	Store admin Management	Client
Post Live	Catalog management	Client
Post Live	Bugs Management	KartRocket Team
Post Live	Market Places (eBay & Amazon) Integration	Client

(13) Factsheet:

1. Finalizing the template is the first step during the store setup process. If the Merchant requests assistance with setup, once work is initiated on a particular template, the Company shall not be in a position to support such changes to that. However, the Merchant is free to change a template and re- design/setup themselves as many times as they would like.
2. We follow a no refund policy – so whether you change your mind the very next day, or mid- month, we cannot offer refunds.
3. Payment gateway setup takes a minimum of 15 (fifteen) days, and accordingly must be the first item, a Merchant should decide.

(14) Escalation Matrix:



(15) On-going Support and SLAs: The Company offers on-going support to all Merchants through its designated support system which can be accessed:

- By sending an email to support@kartrocket.com; or
- By logging into the billing area and accessing tickets.

KartRocket Plan	Support Level	SLA for Response Time	Priority Support
Economy	Email, Ticket and Knowledge Base	4-8 hours	NO
Premium	Email, Ticket and Knowledge Base	2-4 hours	NO
Enterprise	Dedicated Phone Support, Call Back, Email, Ticket and Knowledgebase	30 mins – 1 hour	YES

Please Note:

- No onsite support is offered by the Company. All support is offered based on the parameters defined above.
- No onsite training is offered by the Company, either at Company's office premises or at the Merchant's office premises.
- SLA's are defined only for support response times and not actual resolutions.
- Support will always include sending help documentation, videos, flows, articles, etc., as a primary step, so as to enable the Merchant to carry out the resolution at their end.
- Support timings / SLA shall be as follows: Monday to Friday, from 10:00 AM to 6.30 PM.

SCHEDULE B

CONSIDERATION AND PAYMENT TERSMS

(1) KARTROCKET

- **Consideration:** The Company shall invoice the Merchant and the Merchant agrees to pay to the Company, a fees in the manner as set out on the Website, <http://www.kartrocket.com/pricing>, and as detailed in the Order Form/ Sales Closure Form.
- Merchant shall be responsible for payment for its own license of the Company's application as well as for the licenses sub-licensed to their merchants/ customers.
- **Billing Period:** The starting date for the billing period shall be the earlier of (i) end of the 'Go Live Period'; or (ii) When the merchant's online store is transferred the merchants own Top Level Domain form the KartRocket trial URL.
- Such consideration shall be non-refundable, monthly subscription and shall be paid in advance by the Merchant to the Company. This includes the fees for the license of Software and Services to be rendered to the Merchant.
- Transaction fees and all other fees designated on the Wesbite, this Agreement, the Order Form/ Sales Closure Form or invoice shall be paid by the merchant to the C o m p a n y in arrears, based on the value of goods and services sold through Merchant's Store, during the previous calendar month, in accordance with the invoicing and payment requirements set forth in the fees policy.
- **Cancellation and Refund Policy:** Unless a Merchant explicitly sends a cancelation request by issuing an email to support@kartrocket.com, Services will stand active and the Merchant shall be liable to make any payments until such a cancelation request is received & acknowledged by Company. In the event, a Merchant terminates this Agreement, the Company shall not charge any termination fees, however, the Merchant shall be is responsible for all the amount/ charges which have been incurred for the current billing period. For example, if the billing cycle is on the 15th of every month, and the Merchant terminates this Agreement on the 24th, the Merchant shall still be liable to pay for the current billing month, but the Merchant shall not be charged after the termination of the Agreement.
- **Taxes:** All fees under this Agreement excluding the applicable taxes. All the applicable taxes and government charges, state or foreign, shall be borne by the Merchant (other than taxes based on Company's income).

(2) SHIPROCKET

- The User hereby agrees that the applicable shipping rate will be charged as per the current prevailing rate mentioned on the live calculator link in user admin panel.

- The Company reserves its right to apply other applicable charges over and above the shipping base rates and ShipRocket service charge like COD charges and other fees are as mentioned on the live calculator link in user admin panel.
- BFRS has rights to make any changes in the rate mentioned on the live calculator link in users admin panel and prevailing.
- You agree that volumetric weight will be charged on $\langle LxBxH/5000 \rangle$. Freight is calculated on the basis of volumetric weight or actual weight whichever is higher. Dead/Dry weight or volumetric weight whichever is higher should be taken into consideration while calculating the rates.
- In case declared weight differs and less than actual weight, shipping charges will be revised to actual weight.
- Remittance of Cash on Delivery ('COD') amount would be as follows:
 - (i) COD payment will be remitted twice every month (in case the below dates are weekends or bank holidays the remittance will happen on the following day);
 - (ii) 1st remittance shall be between 15th and 18th of every month;
 - (iii) 2nd remittance shall be between 3th and 6th of the next month.
- Please note: the remittance of COD shall only include payments which have been received from the courier company in the remittance cycle before the date of our remittance by KartRocket/ShipRocket.
- Any queries in relation to COD remittance should be raised as a ticket on support@shiprocket.in.
- All extra charges like Octroi Clearance, taxes, duties, clearance charges, cess, or any other charges levied on the Company for the shipments done by the Merchant. Big Foot Retail shall provide consolidated bills of all these charges at the end of every month. User shall have to pay the ODA and address correction charges for the shipments done by the User.
- All claims must be notified to the Company, in writing within 15 days from the date of acceptance of the shipment, failing which the Merchant forfeits and waives its right for such claim.
- For any claims by the Merchant, the signed copy of the manifest sheet of the pick up against which the courier company has received the shipment has to be submitted along with the claim request. Without the signed manifest the request shall not be considered valid.
- User agrees to recharge their account by clicking on “**Buy Shipping Credit**” and choose the amount according to your business needs and you can use this amount to ship through air and surface both.

- The Company reserves the right to activate your account, once the shipping credit has been made by the Merchant.
- The Merchant agrees that with the shipment weight, the credits will automatically get deducted from your credit weight. As per the norms of the Company's logistics, You will be charged a minimum of 0.5 kgs (or in multiples) for your air shipping. Please note that the weight charges applied by the courier companies may differ but however such charges shall be adjusted in the remaining weight limit on your ShipRocket account.
- User agrees that in cases where reverse of credit is applicable, the weight shall be increased in proportion to your limit. To know more on applied weight concept, read this, <http://www.shiprocket.in/shiprocket-brings-in-applied-weight-concept/>.
- The Company shall issue an invoice which will get auto adjusted against the credit in your account as the following conditions:
 - (i) if the invoice amount is more than the credit in your account- Merchant agrees that in case where the invoice amount is more than the credit in your account, the freight invoice will be marked as unpaid and it will constantly get reflected in you panel and invoice history. If you fail to pay the invoice, then the shipping will be suspended. To continue using ShipRocket Services, you need to recharge your account for the unpaid invoice as well the new shipping limit.
 - (ii) if the Invoice amount is less than the credit in your account- User agrees that in case where the invoice amount raised is less than the credit in your account, the freight invoice amount will be automatically adjusted from your credit and shall be marked as paid. The User shall then continue using ShipRocket Services from the remaining credit amount.
- User agrees to verify the invoices and inform the Company, within 5 (five) Working days in case of any disputes regarding the contents of the invoice.
- For any claims by the Merchant, like wrong freight being applied, Cash on Delivery missing, pilferage, in transit damage- the signed copy of the manifest sheet of the pick up against which the courier company has received the shipment has to be submitted along with the claim request. Without the signed manifest the request shall not be considered valid.
- **Returns/RTO of the Products:**
 - (i) Company reserves the right to return to the Merchant, the products which are not accepted by the customer for any reason whatsoever, at the location(s) as specified by the Merchant.
 - (ii) Company reserves the right to apply the RTO (return to origin) charges same as the agreed shipping rates.
 - (iii) Merchant shall agree that the returns will be initiated by the logistics partners for all products which are not accepted by the customer for any reason whatsoever. You will ensure that such products are accepted at the location(s) specified by you and share the Airway bill number against which the shipment returned to the Merchant/Merchant.

- (iv) In case of non-acceptance of the RTO shipment by the Merchant, Company reserves the right to levy suitable demurrage charges for extended storage of such products for any period exceeding 7 (seven) Business days from initiation of the Returns and up to 45 (Forty Five) days from such date. In case of non-acceptance of the products beyond 45 (forty five) days, Company has the right to dispose such products and the Merchant will forfeit all claims in this regard towards the ShipRocket.

- **Reverse Pickups:**

- (i) “Reverse Pickup” means collection of the Products by Service Provider from the customer’s address as specified by the Merchant and the delivery of such products at a location mutually agreed between the Parties.
- (ii) Merchant shall agree that the reverse pick-up requested by you shall be charged a fixed fee of INR 20/- (Indian Rupees Twenty) only, additional to the reverse freight charges which are equal to the delivery freight charges as mentioned in the proposal.
- (iii) The Company and Company’s logistics partners shall not be responsible for verifying the contents of the products handed over by the Merchant/ its customer to its delivery Personnel. The Packaging of such products shall also be the sole responsibility of the Merchant. The Packaging should be good enough to ensure no damage in transit. The sole responsibility of the contents of the packed consignment shall lie with the Merchant. The Company and Company’s logistics partners shall be, in no way, responsible for any shortage or damage of such consignments unless the same is caused solely due to the gross negligence of the Service Provider.
- (iv) It is the responsibility of the Merchant/Merchant that on receipt of the shipment initiated through reverse pickup, share the AWB number on which the logistics partner has delivered the shipment.

- **Liability for “Forward Delivery”**

- (i) Notwithstanding anything contrary contained in this Agreement, the maximum liability is INR 5000 or whatever compensation the logistics partner offers to Company in event of a claim by the Merchant, provided such claim is raised by the Merchant within one (1) month from the date of such damage or loss or theft. Any claims by the Merchant should be submitted along with the copy of the signed shipping manifest.
- (ii) Merchant shall agree that all claims must be notified to Company in writing within 7 Business days from the date of acceptance of the shipment, failing which the Merchant forfeits and waves its rights for such claim.

- **Good till cancelled:**

- (i) ShipRocket services stay active till 15 days from the date of the last unpaid invoice, the Merchant shall be charged for the period for which the invoice has been raised. The Merchant must request termination before the next billing cycle starts and/or the

next invoice, is generated, or the cancelation request does not count. There is no pro-rated refund of remaining service period in the current billing cycle. The Merchant can request for termination by simply writing an email to accounts@bfrs.com with the following information and request of termination: (a) name of the Merchant; (b) name of the store; (c) reason for termination.

SCHEDULE C

LIST OF PROHIBITED/ RESTRICTED ITEMS

Dangerous Goods

- Oil-based paint and thinners (flammable liquids)
- Industrial solvents
- Insecticides, garden chemicals (fertilizers, poisons)
- Lithium batteries
- Magnetized materials, Machinery (chain saws, outboard engines containing fuel or that have contained fuel)
- Fuel for camp stoves, lanterns, torches or heating elements
- Automobile batteries
- Infectious substances
- Any compound, liquid or gas that has toxic characteristics
- Bleach
- Flammable adhesives
- Arms and ammunitions
- Dry ice (Carbon Dioxide, Solid)
- Any Aerosols, liquids and/or powders or any other flammable substances classified as Dangerous Goods for transport by Air

Restricted Items

- Precious stones, gems and jewellery
- Uncrossed (bearer) drafts / cheque, currency and coins
- Poison
- Firearms, explosives and military equipment.
- Hazardous and radioactive material
- Foodstuff and liquor
- Any pornographic material
- Hazardous chemical items
- "Securities" within the meaning of the Securities Contract Regulation Act, 1956, including shares, bonds, debentures, etc. and/or any other financial instruments/assets of any description
- Living, dead creatures and/or the whole or any part of any animal which has been kept or preserved by any means whether artificial or natural including rugs, skins, specimens of animals, antlers, horns, hair, feathers, nails, teeth, musk, eggs, nests, other animal products of any description the sale and purchase of which is prevented or restricted in any manner by applicable laws (including those prohibited under The Wildlife Protection Act, 1972)
- Weapons of any description
- Liquor, tobacco products, drugs, psychotropic substances, narcotics, intoxicants of any description, medicines, Palliative/curative substances
- Religious items, including books, artefacts, etc. which is likely to affect the religious

sentiments of any person

- “Antiquities” and “Art Treasures” in violation of the provisions of the Antiquities and Art Treasures Act, 1972 (“The Act”)
- Used cellular phone SIM Card