

VENDOR AGREEMENT
(Drop Shipping Arrangement)

This Vendor Agreement hereinafter referred to as (“Agreement”) is made on this 2nd day of a DECEMBER, 2025 at Chennai

BETWEEN

GoIndia Media, a company incorporated under the Companies Act, 2013, having its registered office at 36, 4th Trust Cross Street, Mandavelipakkam, Chennai - 600028(hereinafter referred to as the “Platform”, which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns);

AND

..... a [proprietorship/partnership/company], having its office at..... (hereinafter referred to as the “Vendor”, which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns).

The Platform and the Vendor are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS the Platform operates an online marketplace that connects independent vendors with customers, offering a digital space for product listing, promotion and transaction facilitation;

WHEREAS the Vendor is into the business of manufacturing/supplying and selling products to customers and intends to utilize the Platform’s services for the listing and sale of its products;

WHEREAS the Parties acknowledge and agree that the Platform will solely act as a facilitator of transactions and shall never be regarded as the seller, distributor, agent, guarantor, or provider of the Vendor’s products;

WHEREAS the Vendor will maintain full responsibility for the quality, description, delivery, warranty, after-sales service, return, or exchange of products sold to customers via the Platform, and will indemnify the Platform against any claims arising from these responsibilities;

AND WHEREAS the Vendor is required to provide customers with all necessary statutory details including GST, PAN, and any other information mandated by law, with the Platform using such details solely for compliance and transaction facilitation;

NOW, THEREFORE, in light of the mutual agreements and commitments outlined herein, the Parties consent to enter into this Vendor Agreement, which will govern their respective rights, obligations, and liabilities concerning the use of the Platform.

Scope of Arrangement

1.1 The Platform serves as an online marketplace that allows Vendors to list, showcase, and sell their products directly to customers. The Platform functions solely as a facilitator and

technology provider, without ever taking ownership of or assuming responsibility for the products listed by the Vendor.

1.2 The Vendor shall bear full and exclusive responsibility for:

- a) Product Listings: Supplying complete, accurate, and current information about the products offered, which includes specifications, images, pricing, warranties and any statutory disclosures mandated by applicable law.
- b) Quality & Legality: Guaranteeing that all products are authentic, free from defects, safe for consumer use and compliant with all relevant laws, regulations and standards (including packaging and labeling requirements).
- c) Inventory & Fulfillment: Ensuring sufficient stock levels, packaging the products in accordance with industry standards and guaranteeing prompt dispatch, logistics and delivery of the products directly to customers.
- d) Returns & Exchanges: Accepting, processing and fulfilling all requests for product returns, refunds, replacements or exchanges from customers in line with applicable laws and the return/exchange policy outlined on the Platform.
- e) After-Sales Service: Handling all customer complaints, warranty claims or service obligations related to the products provided.
- f) Indemnity: Indemnifying and protecting the Platform from any claims, damages, costs or liabilities that arise from product quality issues, delivery delays, misrepresentation or any service deficiencies.

2. Products and Logistics

2.1 Product Information:

The Platform shall feature the following categories of products/services: Agriculture, Art & Décor, Beauty & Wellness, Design, Environment resources, Event planning, Fashion, Financial services, Food, Health & wellness, Home, Hospitality, Leisure, Logistics, Maintenance service, Manufacturing, Petcare, Social enterprise, Software apps, Stationery, Sustainable solutions, Travel and Tourism. The parties may mutually amend, modify or expand the product categories by signing a written addendum or an annexure to this Agreement.

The Vendor is required to clearly and accurately detail the nature, specifications, quantity, quality standards, pricing, warranty (if applicable) and any statutory disclosures for all products available on the Platform. Any misrepresentation, incomplete details or false advertising will be considered a significant violation of this Agreement.

2.2 Logistics & Delivery:

The Vendor is entirely responsible for the packaging, shipping, and delivery of products directly to customers, which includes providing real-time tracking information. The Platform will not manage, oversee, or assume any responsibility for logistics, transportation, or associated costs.

2.3 Delivery Standards:

The Vendor must ensure that products are packaged in compliance with relevant laws and industry standards, delivered within the timeframes specified at the point of purchase and accompanied by all necessary documents such as invoices, warranty cards, and user manuals, where applicable.

2.4 Vendor Liability:

The Vendor will bear sole responsibility for any delays, non-delivery, short delivery, defective delivery, damage during transit, or the delivery of counterfeit, illegal or unsafe products. The Vendor agrees to indemnify and protect the Platform from any claims, complaints, or regulatory actions resulting from these issues.

2.5 Compliance with Law:

The Vendor must adhere to all relevant laws concerning product safety, packaging, labeling, Legal Metrology, Goods & Services Tax (GST) and consumer protection regulations regarding the products supplied and delivered.

3. Returns and Exchanges

3.1 Vendor's Responsibility:

All customer complaints, product returns, replacements, refunds or exchanges will be managed solely and completely by the Vendor. The Vendor is required to offer prompt, fair and transparent resolutions to customers in line with applicable laws, including the Consumer Protection Act, 2019 and the E-Commerce Rules, 2020.

3.2 No Platform Liability:

The Platform will not assume any responsibility or liability for defective, damaged, counterfeit, unsafe, delayed, or otherwise unsatisfactory products provided by the Vendor. Any disputes that arise between the Vendor and the customer must be resolved directly between the two parties, without the involvement of the Platform.

3.3 Return/Exchange Policy:

The Vendor must create, disclose and uphold a clear and transparent return, refund and exchange policy on the Platform, in accordance with applicable laws. This policy should outline timelines, conditions and procedures for initiating returns or exchanges and must not incorporate any unfair trade practices.

3.4 Customer Communication:

The Vendor is responsible for directly communicating with the customer regarding all returns, replacements and exchanges, including acknowledgment of requests, status updates and timelines for resolution. The Vendor must ensure that all communications are accurate, courteous and properly documented.

3.5 Indemnity:

The Vendor agrees to indemnify, defend and hold the Platform harmless from any claims, complaints, regulatory penalties, damages, or losses that arise from the Vendor's failure to manage returns, refunds, replacements or exchanges in accordance with this Agreement or applicable law.

4. Vendor Responsibilities

4.1 The Vendor is required to furnish the Platform with valid, precise and current information, which includes, but is not limited to, the Goods and Services Tax (GST) number, Permanent Account Number (PAN), registered business address, contact information and all other necessary statutory licenses, approvals or registrations as mandated by applicable laws. The Vendor agrees to promptly inform the Platform of any changes, modifications, suspensions, or cancellations of such information.

4.2 Platform Disclosure

The Platform will present and/or provide such Vendor information to customers strictly as required by law, including the Consumer Protection (E-Commerce) Rules, 2020 and any other relevant legislation. Disclosure will be made solely for the purpose of facilitating lawful transactions, ensuring transparency and fulfilling compliance requirements.

4.3 Confidentiality and Limitations

The Platform shall not misuse, sell, license or otherwise disclose Vendor information for any purpose other than:

- a. facilitating transactions between the Vendor and customers;
- b. ensuring compliance with statutory or regulatory requirements; or

c. responding to lawful directives, orders or notices issued by governmental or regulatory bodies.

4.4 Liability for Misrepresentation

The Vendor is solely accountable for the accuracy, authenticity and legality of the information provided. The Platform shall not be held liable for any claims, disputes, penalties or damages that arise from false, inaccurate, or incomplete information supplied by the Vendor. The Vendor agrees to indemnify and hold the Platform harmless against any third-party claims, legal actions, or regulatory proceedings resulting from such misrepresentation or non-compliance.

5. Indemnity

5.1 The Vendor agrees to indemnify, defend, and protect the Platform, along with its affiliates, directors, officers, employees, agents, and representatives (collectively referred to as the “Indemnified Parties”) from any and all claims, actions, proceedings, damages, losses, penalties, liabilities, costs, and expenses (including reasonable legal fees) that arise from or are related to: Defective, unsafe, counterfeit, or non-conforming products provided by the Vendor, which includes any product liability claims;

(b) Customer complaints, disputes, refunds, or returns, which encompass claims regarding product quality, quantity, warranty, or after-sales service;

(c) Failure to comply with statutory obligations, which includes but is not limited to consumer protection, taxation, labeling, packaging, import/export, and e-commerce regulations;

(d) Negligence, misrepresentation, omission, fraud, or intentional misconduct by the Vendor or its employees, agents, or subcontractors;

(e) Any violation of representations, warranties, covenants, or obligations under this Agreement by the Vendor; and

(f) Any claims from third parties, including those related to intellectual property infringement or violation of proprietary rights, that arise from products listed or sold by the Vendor on the Platform.

5.2 The indemnity responsibilities outlined in this Clause shall:

(i) continue to be effective even after the termination or expiration of this Agreement;

(ii) be in addition to, and not limit, any other remedies available to the Indemnified Parties under applicable law or equity; and

(iii) not be subject to any limitations of liability that may otherwise be applicable to the Platform.

5.3 The Vendor is obligated to indemnify, defend, and protect the Platform, along with its affiliates, employees, and directors, from any claims, damages, losses, penalties, or liabilities that may arise from:

Defective or unsafe products,

Customer complaints or disputes,

Non-compliance with statutory obligations,

Any negligence, misrepresentation, or breach of this Agreement by the Vendor.

The Vendor shall indemnify, defend, and hold harmless the Platform, its affiliates, employees, and directors against any claims, damages, losses, penalties, or liabilities arising out of:

6. Limitation of Platform's Liability

6.1 The Platform serves as a technology-driven facilitator, providing an online marketplace where Vendors can list, promote, and sell their products directly to Customers. The Platform does not act as the manufacturer, seller or supplier of these products and shall not be held liable under any circumstances for:

(a) the quality, safety, suitability, merchantability, legality or fitness of the products;

(b) any defects, deficiencies, damages, or shortages in products provided by the Vendor;

(c) issues related to non-delivery, delayed delivery or defective delivery of products by the Vendor;

(d) any warranties, guarantees, after-sales service or maintenance obligations associated with the products;

(e) any misrepresentations, misleading descriptions, false claims or promotional statements made by the Vendor;

(f) any pricing errors, discounts, offers or commercial commitments made by the Vendor;

(g) any losses, damages or liabilities that arise from Customer disputes, claims, or complaints concerning the Vendor's products or services; or

(h) any claims of intellectual property infringement by third parties related to products listed by the Vendor.

6.2 The role of the Platform is strictly confined to providing the digital infrastructure and payment facilitation (where applicable) for transactions between Vendors and Customers. All contractual obligations regarding product sale, delivery, return, replacement, refund or warranty are solely between the Vendor and the Customer.

6.3 The Platform does not offer any warranties, guarantees, representations or endorsements (either express or implied) concerning the products listed on the Platform. Any reliance by the Customer on product descriptions, specifications or claims is at the Customer's own risk and responsibility.

6.4 The liability of the Platform, whether arising from contract, tort or otherwise, shall not exceed the commission or facilitation fee (if any) actually received by the Platform for the specific transaction that gives rise to such liability.

7. Privacy and Data Protection

7.1 All trademarks, trade names, designs, and other forms of intellectual property owned by each Party shall continue to be their exclusive property. Neither Party is permitted to utilize the intellectual property of the other without obtaining prior written consent. Any unauthorized use, reproduction, or alteration of the other Party's intellectual property will be considered a significant violation of this Agreement, granting the affected Party the right to pursue injunctive relief and damages.

7.2 The Vendor recognizes that any Customer Data (which includes name, contact information, address, payment details, purchase history, and any other personally identifiable information) provided through the Platform will be utilized exclusively for the limited purposes of order processing, fulfillment, delivery, product returns, exchanges, or refunds.

7.3 Neither Party shall:

- (a) misuse, sell, rent, transfer, or disclose Customer Data to any third party, except as necessary for transaction fulfillment;
- (b) utilize Customer Data for unsolicited marketing, advertising, or profiling, unless the Customer has given explicit consent in writing or electronically;
- (c) retain Customer Data longer than is necessary to complete the transaction and comply with applicable law.

7.4 Both Parties agree to adhere to:

- (a) the Consumer Protection (E-Commerce) Rules, 2020, which pertain to mandatory disclosure, grievance redressal, and transparency of Vendor information;
- (b) the Digital Personal Data Protection Act, 2023, which includes obligations regarding lawful processing, purpose limitation, accuracy, storage limitation, and data subject rights (such as access, correction, erasure, etc.); and
- (c) any other relevant data protection or privacy laws/regulations.

7.5 The Vendor shall establish and maintain suitable technical and organizational safeguards to protect Customer Data from unauthorized access, alteration, disclosure, or destruction.

7.6 In the case of any data breach, unauthorized access, or misuse of Customer Data, the responsible Party shall:

- (a) promptly inform the other Party and relevant regulatory authorities as mandated by law;
- (b) take immediate corrective actions to contain and rectify the breach; and
- (c) indemnify and hold the other Party harmless against any claims, penalties, or losses that may arise from such incidents.

7.7 The Platform shall not be held liable for any misuse or unauthorized disclosure of Customer Data resulting from the Vendor's negligence, non-compliance, or breach of this Agreement.

8. Payment and Settlement

8.1 Receipt of Payment from the Customer:

All payments made by customers for products or services offered by the Vendor will be processed by the Platform via its authorized payment gateway partners. The Platform will receive these payments on behalf of the Vendor, which will be held in trust until the conclusion of the relevant exchange or refund period.

8.2 Platform Commission

The Platform is entitled to receive a commission of fifteen percent (15%) of the net sale value (excluding applicable taxes) for every successful transaction conducted via the Platform. The Platform has the right to deduct this commission, along with any applicable taxes, before transferring the remaining amount to the Vendor.

8.3 Settlement to Vendor

After the exchange/refund period for a completed transaction has lapsed, and provided there are no outstanding customer complaints, returns, or refund requests, the Platform will transfer the net sale proceeds (after applicable deductions) to the Vendor's specified bank account within [7–10] working days.

The Platform will issue the Vendor a regular settlement statement that includes transaction details, commission deductions, and the net amounts payable. This statement will be considered final and binding unless a written dispute is raised within seven (7) days of receipt.

8.4 Exchange and Refund Management

If a customer requests an exchange or refund within the allowed timeframe, the Platform will, upon receiving confirmation from the Vendor, execute the refund or exchange in accordance with the relevant policy.

The Platform may issue a direct refund to the customer and subsequently adjust or reclaim the refunded amount from the Vendor's future settlements, security deposit, or any other amounts owed to the Vendor.

The Vendor is required to promptly assist in all processes related to returns, refunds, and warranty claims, and shall cover the costs of return logistics, if applicable, unless a different agreement is in place.

8.5 Chargebacks and Reversals

In the event of a chargeback, payment reversal, or any dispute initiated by the customer or payment gateway, the Platform reserves the right to retain the relevant amount until the dispute is resolved. Should the Platform have already disbursed the amount to the Vendor, the Vendor is required to refund or reimburse the amount upon receiving written notification, within a period of seven (7) days. If the Vendor fails to do so, the Platform may deduct the amount from future settlements.

8.6 Taxes and TDS

The commission owed to the Platform will be subject to the relevant Goods and Services Tax (GST), which will be charged in addition and remitted by the Vendor in accordance with the law. The Vendor is accountable for all taxes, levies, and duties related to the sale of its goods or services. If applicable, the Vendor is required to deduct Tax Deducted at Source (TDS) from the Platform's commission in compliance with Section 194-O of the Income Tax Act, 1961, and to provide the corresponding TDS certificate within the specified timelines.

8.7 Accounting and Audit

The Platform will keep precise records of all customer payments and settlements made to the Vendor. The Vendor shall have the right, with prior written notice, to examine settlement records no more than once per financial year. Any discrepancies must be reported within fifteen (15) days of the review; otherwise, the accounts will be considered accepted.

8.8 Limitation of Platform's Liability

The Platform serves exclusively as an intermediary to facilitate transactions between customers and Vendors. The Platform shall not be held responsible for any delays in payment resulting from banking networks, gateway failures, customer defaults, or events of force majeure.

8.9 Set-Off Rights

The Platform retains the right to offset or adjust any amounts owed by the Vendor (including refunds, penalties, or damages) against any sums that are payable to the Vendor under this Agreement.

8.10 Dispute in Settlement

Any disputes concerning settlement, commission, or refund reconciliation must be resolved amicably within fifteen (15) days following written notice. If an amicable resolution is not achieved, the dispute shall be submitted to arbitration in accordance with Clause [15] of this Agreement.

9. Term and Termination

9.1 Term

This Agreement shall take effect on the Effective Date and shall remain in effect unless terminated earlier in accordance with the provisions set forth herein.

9.2 Termination Without Cause

Either Party may terminate this Agreement without providing any reason by giving the other Party sixty (60) days' prior written notice. Throughout this notice period, both Parties shall continue to fulfill their respective obligations under this Agreement until the termination date becomes effective.

9.3 Termination for Breach

In the case of any significant breach of the terms of this Agreement, the non-defaulting Party shall provide a written notice to the defaulting Party detailing the breach and allowing fifteen (15) days to rectify such breach.

Should the defaulting Party fail to correct the breach within the specified timeframe, this Agreement shall be automatically terminated upon the expiration of the cure period, without affecting the non-defaulting Party's right to seek damages or pursue other legal remedies.

9.4 Immediate Termination by the Platform

The Platform reserves the right to terminate this Agreement immediately, at its sole discretion, without prior notice and without prejudice to any other rights or remedies available, if the Vendor:

- (a) fails to rectify any significant breach within the timeframe specified in Clause 9.3;
- (b) engages in any fraudulent, illegal, unethical, or deceptive business practices;
- (c) offers, lists, or supplies counterfeit, unsafe, or prohibited products, or products that infringe upon any intellectual property rights;
- (d) contravenes any applicable laws, regulations, e-commerce rules, or statutory obligations;
- (e) becomes insolvent or bankrupt, or is subjected to winding-up or insolvency proceedings; or
- (f) commits any act or omission that, in the reasonable opinion of the Platform, is likely to harm the reputation, goodwill, or interests of the Platform.

9.5 Consequences of Termination

(a) Upon termination of this Agreement for any reason:

(i) The Vendor must immediately (within 24 hours following the occurrence or becoming aware of the event/dispute) stop listing or offering products on the Platform, and all pending or unfulfilled customer orders shall be processed or cancelled in accordance with applicable laws and Platform policies.

(ii) The Platform shall settle all undisputed amounts owed to the Vendor, after deducting refunds, chargebacks, penalties, or other dues as stipulated in this Agreement.

(iii) The Vendor is required to return, destroy, or permanently delete all Confidential Information belonging to the Platform and provide written confirmation of compliance within seven (7) days of termination.

(b) Termination shall not impact any rights or liabilities that have accrued prior to the effective date of termination.

9.6 Survival of Clauses

Notwithstanding the termination or expiration of this Agreement, the clauses concerning Indemnity, Limitation of Liability, Confidentiality, Privacy & Data Protection, Intellectual Property, Payment and Settlement, Dispute Resolution, and Governing Law shall endure beyond such termination and shall continue to be in full force and effect.

10. Governing Law and Dispute Resolution:

Governing Law & Jurisdiction:

This Agreement, along with all issues that arise from or are related to it, shall be governed by the laws of India. The courts located in Chennai, Tamil Nadu, shall possess exclusive jurisdiction for any interim, injunctive, or ancillary relief.

Amicable Resolution:

Should any dispute, controversy, or claim arise from or pertain to this Agreement, including its interpretation, execution, breach, or termination, the Parties shall initially seek to resolve it amicably through good-faith discussions. Either Party may commence such discussions by providing a written notice of dispute, and the Parties shall strive to resolve the issue within thirty (30) days from the date of that notice.

Appointment of Arbitrator - Neutral & Joint

The arbitral tribunal will consist of one (1) independent and impartial sole arbitrator. The arbitrator will be appointed jointly by the Parties. Should the Parties fail to reach an agreement on the arbitrator within 14 (fourteen) days, the High Court or a Court designated under Section 11 of the Arbitration and Conciliation Act of 1996 will appoint the arbitrator. No Party shall assert or exercise any exclusive or unilateral right to appoint an arbitrator.

(b) Seat and Venue

The seat and venue for arbitration will be Chennai, Tamil Nadu, and the arbitration proceedings will be conducted in the English language.

(c) Procedure

The arbitral tribunal will carry out the proceedings in a manner that aligns with the principles of natural justice, equality among the Parties, and fair play, and will have the authority to award costs, damages, or any other relief it deems appropriate.

(d) Interim Relief

Either Party may seek interim measures from the courts with jurisdiction under Section 9 of the Arbitration and Conciliation Act. Seeking such relief from the court will not be interpreted as a waiver of the arbitration agreement. Notwithstanding any provisions contained herein, either Party may seek interim or injunctive relief from the courts in Chennai, including but not limited to orders aimed at preventing the misuse of confidential information, intellectual property, or to restrain unlawful business practices, pending the arbitration process.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

For Platform

Akther Fathima Ghori

For Vendor Name