DESIGN PARTNER SERVICE AGREEMENT

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This Design Partner Services Agreement (hereinafter referred to as "**Agreement**") is made on the day of your acceptance of this Agreement from your designated electronic mail address or in any other form of electronic record including, if applicable or provided, clicking on the check box or "I Agree" / "Accept" button or by any other means which construes your acceptance of this Agreement ("**Execution Date**") by and between:

You, the details of which are given by you on the Platform on which this Agreement appears, a natural or juristic person competent to enter into valid and legally binding contracts under applicable Indian laws inter alia, a person of legally sound mind, not adjudicated bankrupt and equal to or more than 18 (eighteen) years of age as on the Execution Date. If You are a juristic person then the person accepting this Agreement represents that such person is duly authorized by You to bind You to this Agreement and the designated electronic mail address is valid and subsisting and allotted by You to such person (hereinafter referred to as "**Designer**" which expression shall unless repugnant to the context and meaning thereof, include its heirs, legal representatives, successors, liquidators, receivers, administrators and permitted assigns), of **One Part**;

And

Pepperfry Private Limited, a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at 801-802, 8th Floor, Tower B, 247 Business Park, LBS Marg, Vikroli (West), Mumbai 400083 Maharashtra (India) (hereinafter referred to as "**Pepperfry**" which expression shall unless repugnant to the context and meaning thereof, include its successors, liquidators and assigns), of **Other Part**.

Designer and Pepperfry shall hereinafter be individually referred to as "**Party**" and collectively as "**Parties**".

Whereas,

The Designer have approached Pepperfry Platform Services Private Limited ("Pepperfry"), on its sole discretion, to enroll on the "Design Partner Program" ("Program") and have agreed to provide the Services under the Program (As outlined in Annexure A) upon enrolment, to Pepperfry on the Terms and Conditions as laid down herein.

Terms and Conditions:

1. The scope of services to be provided by the Designer have been outlined in **Annexure A** as attached hereto
2. In consideration of the Services to be provided by the Designer herein, Pepperfry shall pay service fees in accordance with the payment schedule set out in **Annexure B**. The service fees payable herein shall be subject to goods and services tax and tax deduction at source, as maybe applicable
3. The Designer shall provide the services to Pepperfry, effective from the Execution Date. This agreement shall be valid until termination as per clause 11 of this agreement
4. The Designer represents, warrants, covenants and undertakes to Pepperfry that
   a) it has been granted and has procured with full force and effect, all applicable approvals, permits, authorizations, consents, licenses for carrying on its business and providing the Services as mentioned herein and has complied with the terms of all the said approvals, licences and permits. Further, the Designer agrees that it shall at all times during the Term of providing Services, maintain all required authorizations and licenses to carry out its obligations and comply with all Applicable Laws.
   b) During the Term and for the period of 6 (six) months thereafter, the Designer shall not directly or indirectly solicit or entice away or attempt to entice away or solicit any customers, business partners, leads or employees provided by/of Pepperfry or consultants of Pepperfry.
   c) The Designer and/or its employees shall not indulge in behaviour or acts involving moral turpitude or any kind of harassment.
   d) The Designer shall not represent himself/herself to be an employee of Pepperfry or Pepperfry.
   e) The Services Provider has the relevant expertise, experience, resources and infrastructure to provide the services as mentioned herein, to the satisfaction of Pepperfry.
   f) The Designer shall neither use pirated or illegal software for provision of services as mentioned herein nor use the software provided by Pepperfry, if any, for provision of services as mentioned herein.
   g) The Designer shall not indulge in activities which results in introduction of a virus, malware, program codes that results in disruptions/stoppage of the systems of Pepperfry.
   h) The designer shall promptly handover all the monies, whether in cash, cheque or any other form, collected by them on behalf of Pepperfry, from the customers, to the designated employee of Pepperfry. The designer shall indemnify Pepperfry to the full extent, for the shortfall between the monies collected from the customer by the designer and monies handed over by the designer to the designated employee of Pepperfry.

Breach of any warranties and covenants specified in point 5 above will be considered as a material breach and Pepperfry, without prejudice to any other remedy in law or under these Terms and Conditions which it may have, at its sole discretion, terminate the Service with immediate effect and forfeit the payment of all amounts owed to the Designer for the Services rendered up to the date of termination.

5. The Designer shall faithfully, honestly and diligently provide the Services under these Terms and Conditions and the Designer shall devote sufficient time and effort to the Services herein contracted for so as to use their commercially reasonable efforts to promote the interests of Pepperfry.
6. Each Party shall retain all rights, title and interest in its Intellectual Property Rights.
7. No interest whatsoever in the other Party's Intellectual Property Rights or that of its Group Companies is granted by this Agreement and use of any Intellectual Property Right permitted to one Party by the other Party shall be subject to the express written consent of such other Party and shall be strictly in terms of this Agreement and any violation of the same shall be construed as breach of this agreement.
8. The Designer shall provide to Pepperfry all necessary reports and other information in relation to the Services provided on the regular basis and further attend any meetings, as maybe organised by Pepperfry to discuss the same.
9. The Designer and/or its employees shall not be/deemed to be employee of Pepperfry at any time during the Term hereof and/or anytime thereafter. Notwithstanding anything contained elsewhere in these Terms and Conditions, there shall be no employer-employee relationship between Pepperfry and the Designer and/or its employees and Pepperfry has no obligations under any the labour laws towards the Designer and/or its employees. The parties hereto have entered into this agreement on Principal to Principal basis
10. The Designer ("**Receiving Party**") hereby agrees to keep secret and confidential, the Confidential Information made available or disclosed to it, either orally or in writing, by Pepperfry ("**Disclosing Party**") during the Term and for a period of 12 months after the expiry or termination of this agreement.

    For the purposes of this Clause, the term Confidential Information shall mean and include any and all information, whether communicated orally or in writing, which is confidential to the Disclosing Party including but not limited to (i) any business information and, (ii) any samples, formulations, specifications, data relating to products and their pricings, processes and procedures, (iii) advertising and marketing plans or marketing information, data and/or material (iv) any past, current or proposed development plans for future, (v) any technical, marketing, financial and commercial information, (vi) the commercial and business affairs and structure of the disclosing Party, (vi) all customer or merchant related information including any rates and discounts.
11. **A**. Either Party may terminate this agreement for convenience by serving a written notice of not less than 15 (fifteen) days to the other Party.

    B. Pepperfry may terminate this agreement, by way of termination notice or de registering the Designer from the Design Partner Program, immediately in the event of breach of Designer's representations, warranties, covenants and the operating guidelines as mentioned herein or on account of misrepresentations by the Designer.
12. Upon the expiry of the Agreement or its earlier determination, the Designer shall forthwith return without limitation any and all customer details, project details, designs, materials, products, reports, equipment, gadgets, tools, devices, information and other material or information relating or pertaining to any Confidential Information and/or project related information, including all copies or reproductions of the same to Pepperfry.
13. The Designer shall, at its own expense, defend, indemnify, and hold Pepperfry and its officers, directors, agents, employees, group companies and consultants harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "**Damages**") arising out of or related to (i) any third party suits or claims brought against Pepperfry due to the Designer's violation of any Applicable Laws, gross negligence, wilful misconduct, omission to do an act or infringement of intellectual property; (ii) arising out of or related to any physical damage to property of Pepperfry; (iii) Wrongful or incorrect measurement provided by the Designer, (iv) breach of any Terms and Conditions. In no event shall Pepperfry be liable to the Designer for any incidental, indirect, remote special, consequential or punitive damages, loss of goodwill or business profits, regardless of the nature of the claim, even if Designer knew or should have known of the possibility of such damages or claims.
14. The relationship between Parties is on principal to principal basis. Nothing in this Agreement shall be deemed to constitute either Party a partner, joint venture agent or legal representative of the other Party, or to create any fiduciary, employer-employee relationship between the Parties.
15. The Designer shall not assign or transfer its rights/obligations under these Terms and Conditions to any of its affiliates or third parties, without the prior written consent of Pepperfry.
16. The Designer is aware, understands and acknowledges that the Pepperfry.com Marketplace Policies shall not be applicable on the Designer.
17. The Designer who have entered into Service Agreement, as a Service Provider, in the past with Pepperfry for provision of same services as mentioned herein, hereby understand, accept, agree and acknowledge that the terms and conditions of this Designer Partner Service Agreement shall supersede the terms and conditions of the Service Agreement with the Execution Date as mentioned herein. With effect from the Execution Date, this Design Partner Services Agreement shall supersede and replace all prior agreements and understandings, oral or written, between Pepperfry and the Designer regarding the services as mentioned herein, thereby the Service agreement shall stand discharged by substitution.
18. These terms and conditions are subject to Indian laws and any dispute shall be resolved amicably between the parties. Both the parties agree that, in the event the parties fail to resolve the dispute amicably within 30 days from date of dispute arising, then the dispute shall be referred to arbitration. Such arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The parties shall mutually appoint a sole arbitrator to resolve the dispute. The venue for such arbitration shall be Mumbai and all proceedings shall be conducted in the English language. The award rendered by the arbitrator or arbitrators shall be final and conclusive on all Parties to this Agreement.
19. This agreement shall be subject to jurisdiction of the courts in Mumbai (India) only.

ANNEXURE A

I) Scope of Services:

To provide design and execution services for modular and interior design projects

II) Standard operating procedure to be followed by Designer:

This SOP outlines the standard operating procedure to be followed by the Designer registered with Pepperfry for the services to be provided herein:

The Designer shall adhere to the guidelines as mentioned below, while providing the services as mentioned herein

- The Designer shall communicate with the prospective clients from only within the studio premises.
- The Designer shall visit the studio at least 2 (two) times in a week.
- The Designer may be required to visit a prospective client site for discharge of his/her services under this Agreement, in which case he/she may be accompanied by an employee of Pepperfry or any of its Group Company. The expenses incurred for such site visits shall be borne by the Designer without any recourse to Pepperfry or any of its group companies.
- All email communications would require the respective studio manager to be cc'd in the email.
- Softwares like AutoCAD and Photoshop to be brought by the Designer and would not be provided by Pepperfry.
- It is the obligation of the Designer to maintain their professional licenses and adhere to the laws, regulations, guidelines set out in the applicable laws.

ANNEXURE B

Service Fees

a) In consideration of the services provided herein, the Designer shall be entitled to receive, a fixed percentage, on order to order basis, of the order value booked by such Designer, as Services Fees (as per the table below). The Designer shall be entitled to receive service fees only on orders which fulfil all the below mention criteria:

   i. Atleast 50% of the order value is paid by the customer

   ii. The order is not cancelled and/or refunded

b) The Designer agrees that the service fees shall be due & payable at two stages, namely:

   i. Stage 1 – When 50% of order value received is from customer

   ii. Stage 2 – When balance 50% or total order value received is from customer

c) DesignerThe Service Fees payable on each order booked, shall be computed & paid as per the table below

Sr. No.	Order Value	Percentage of Order Value payable as Service Fees	Service Fees payable when 50% of order value received from customer	Service Fees payable when total order value received from customer
1.	10,000 to 1,50,000	3%	50%	50%
2.	1,50,001 to 3,50,000	4%	50%	50%
3.	3,50,001 to 9,00,000	5%	50%	50%
4.	Above 9,00,000	6%	50%	50%

d) The Designer shall raise a monthly invoice for the Service Fees payable, as per the mutually agreed rates as set out hereinabove, on or before 25th day of every month for the Services provided in the preceding month, and the payments shall be made to the Designer within 30 (thirty) working days of receipt of a proper invoice along with all necessary supporting documents from the Designer. In the event any invoice is erroneous or is, in the opinion of Pepperfry, not supported by the appropriate documents, Pepperfry shall promptly notify the Designer of such issue no later than 15 (fifteen) days of receipt of such invoice. The Parties agree that in the event of any delay to make the payment of the Service Fees, Pepperfry shall be provided for a cure period of additional 15 (fifteen) working days to pay the Service Fees to the Designer.

e) Notwithstanding the above, if Pepperfry disputes any invoice or any part thereof, or if the Services have been not been provided in accordance with the Terms and Conditions, Pepperfry shall be entitled to withhold the payments for the concerned invoice till the dispute is resolved or discrepancy in Services are rectified by the Designer. It is agreed by the Parties that any dispute in regard to any particular invoice shall not affect the continuation of the Services and the Services shall be provided in accordance with the Terms and Conditions and as agreed between the Parties.