

AGREEMENT

(Manufacturer On boarding Services Project Agreement)

This Agreement (“**Agreement**”) is made and executed on this _____ day of _____, **205** (“**Effective Date**”),

BETWEEN

Marvello Origin Works Limited, (CIN- **U47890MH2025PLC451994**) a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Poha, Karanja (Lad), Washim, Maharashtra, 444 105, India, and carrying on the business of retail infrastructure, showroom operations, and rack rental services, hereinafter referred to as “**Marvello**” or “**First Party**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns;

AND

_____, a company/firm/LLP/proprietorship duly incorporated/registered under the applicable laws of India, having its registered office at _____, and engaged in the business of business development, sales facilitation, and manufacturer onboarding services, appointed by Marvello Origin Works Limited for the limited purpose of providing manufacturer onboarding services in the District of _____, State of _____, hereinafter referred to as the “**Agency**” or “**Second Party**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns;

RECITALS

WHEREAS Marvello is engaged in the business of operating premium retail showrooms and providing rack rental and retail infrastructure solutions to manufacturers across various product categories;

AND WHEREAS Marvello has undertaken a time-bound project for onboarding manufacturers for the allotment of rack space in its showrooms and intends to engage independent service providers for the said purpose;

AND WHEREAS the Agency represents that it has the necessary experience, manpower, and capability to identify and approach prospective manufacturers and facilitate discussions for rack allotment, strictly in accordance with Marvello’s terms and conditions;

AND WHEREAS Marvello, relying on the representations made by the Agency, has agreed to appoint the Agency as a non-exclusive Manufacturer Onboarding Service Agency on a project basis, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants, representations, and obligations contained herein, the Parties hereby agree as follows:

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, the following words and expressions, wherever used in this Agreement, shall have the meanings assigned to them below:

1.1.1 “Agreement”

means this Manufacturer Onboarding Services Project Agreement, including all schedules, annexures, exhibits, policies, guidelines, and amendments thereto, as may be executed from time to time in writing by Marvello.

1.1.2 “Agency”

means the Second Party appointed under this Agreement to provide manufacturer onboarding services on a non-exclusive, project-based, independent contractor basis, and shall include its permitted successors and assigns, but shall not be deemed to be a legal agent of Marvello under the Indian Contract Act, 1872.

1.1.3 “Applicable Law”

means all laws, statutes, enactments, ordinances, rules, regulations, notifications, circulars, guidelines, directions, and judicial or governmental orders in force in India, including but not limited to the Companies Act, 2013, Indian Contract Act, 1872, Goods and Services Tax laws, labour laws, and data protection regulations.

1.1.4 “Business Day”

means any day other than a Saturday, Sunday, or a public holiday on which banks are open for business in the city where Marvello’s registered office is located.

1.1.5 “Confidential Information”

means all non-public, proprietary, or confidential information of Marvello, whether disclosed orally, visually, electronically, or in writing, including but not limited to commercial terms, pricing, rack rent, manufacturer data, business strategies, contracts, operational processes, and any information designated as confidential or which ought reasonably to be regarded as confidential.

1.1.6 “Effective Date”

means the date on which this Agreement is executed by both Parties, as stated in the opening paragraph of this Agreement.

1.1.7 “Manufacturer”

means any individual, firm, company, LLP, or entity engaged in manufacturing, sourcing, or brand ownership of products, proposed or introduced by the Agency for allotment of rack space in Marvello’s showrooms.

1.1.8 “Manufacturer Closure”

means a manufacturer introduction that is deemed valid only upon fulfilment of all the following conditions:

- (a) execution of the final rack rental agreement between Marvello and the Manufacturer;
- (b) receipt of six (6) months’ rack rent as refundable security deposit by Marvello;
- (c) confirmation of final approved rack quantity; and
- (d) activation of the rack(s) as per Marvello’s internal records.

1.1.9 “Project”

means the time-bound project undertaken by Marvello for onboarding manufacturers for rack allotment in its showrooms, with an indicative target of 2,500 racks.

1.1.10 “Project Period”

means the period of sixty (60) calendar days commencing from the Effective Date, unless extended expressly in writing by Marvello.

1.1.11 “Rack”

means a standardized display unit or rack space allotted by Marvello within its showroom premises for product display and retail purposes, as defined and approved by Marvello from time to time.

1.1.12 “Rack Rent”

means the monthly consideration payable by a Manufacturer to Marvello for each Rack, which may be **₹50,000 (Rupees Fifty Thousand only), ₹75,000 (Rupees Seventy-Five Thousand only), or ₹1,00,000 (Rupees One Lakh only) per Rack per month** as determined and communicated by Marvello based on rack category, showroom location, product segment, and commercial considerations, or such other amount as may be notified by Marvello in writing from time to time.

1.1.13 “Security Deposit”

means a refundable deposit equivalent to six (6) months of Rack Rent payable by the Manufacturer to Marvello at the time of execution of the rack rental agreement.

1.1.14 “Services”

means the limited services provided by the Agency under this Agreement, namely identifying, approaching, and facilitating discussions with prospective Manufacturers for rack allotment, strictly subject to Marvello’s approval and terms.

1.1.15 “Target”

means the indicative project target of onboarding Manufacturers corresponding to _____ Racks during the Project Period, subject to Marvello’s validation and approval.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1 Words importing the singular shall include the plural and vice versa.
- 1.2.2 Words importing any gender shall include all genders.
- 1.2.3 Headings and clause titles are inserted for convenience only and shall not affect the interpretation of this Agreement.
- 1.2.4 References to any statute or law shall include all amendments, modifications, reenactments, or replacements thereof.
- 1.2.5 The words “include”, “including”, and “includes” shall be construed as “including without limitation”.
- 1.2.6 References to “written” or “in writing” shall include electronic communications, emails, and digitally signed documents.
- 1.2.7 Any reference to a “Party” shall mean Marvello or the Agency individually, and “Parties” shall mean both collectively.
- 1.2.8 In the event of any inconsistency between the main body of this Agreement and any annexure or schedule, the provisions of the main Agreement shall prevail unless expressly stated otherwise by Marvello in writing.
- 1.2.9 Marvello’s internal records, dashboards, and confirmations shall be final and binding for the purposes of interpretation, validation, and payment under this Agreement.
- 1.2.10 No ambiguity in this Agreement shall be construed against Marvello by reason of it having drafted this Agreement.

2. SCOPE OF SERVICES

2.1 Scope of Services

Subject to the terms and conditions of this Agreement, Marvello hereby engages the Agency, and the Agency agrees, to provide manufacturer onboarding support services on a **non-exclusive, project-based basis** during the Project Period. The Services shall be limited strictly to identifying, approaching, and facilitating preliminary discussions with prospective Manufacturers for potential allotment of Rack space in Marvello’s showrooms, in accordance with Marvello’s standard commercial framework, policies, and written instructions.

2.2 Permitted Activities

The Agency shall be entitled to undertake only such activities as are expressly permitted under this Agreement, including introducing Marvello's rack rental and retail infrastructure model to prospective Manufacturers using **Marvello-approved pitch materials**, coordinating meetings, calls, and discussions between prospective Manufacturers and Marvello's authorised representatives, and assisting in the preliminary exchange of information and documentation as may be required by Marvello for evaluation purposes.

2.3 Limitations on Authority

The Agency expressly acknowledges that it has **no authority**, express or implied, to negotiate, finalise, modify, or agree upon any commercial, financial, or contractual terms on behalf of Marvello, including but not limited to Rack Rent, Security Deposit, lock-in period, payment schedules, discounts, incentives, guarantees, or any other terms or conditions.

2.4 Prohibited Actions

The Agency shall not commit, confirm, or represent any Rack quantity, Rack location, merchandising priority, visibility, operational timeline, or preferential treatment to any Manufacturer, nor shall it execute, sign, amend, issue, or modify any agreement, letter, memorandum, or document on behalf of Marvello, or represent itself as having authority to do so.

2.5 No Collection of Monies

The Agency shall not, under any circumstances, collect, receive, handle, route, or facilitate the collection of any money, Security Deposit, rent, fee, or other consideration from any Manufacturer, whether directly or indirectly. All payments by Manufacturers shall be made solely to Marvello in the manner prescribed by Marvello.

2.6 Manufacturer Approval

The Agency acknowledges and agrees that all Manufacturers introduced by it shall be subject to **Marvello's sole and absolute discretion**, and Marvello may approve, reject, defer, or discontinue engagement with any Manufacturer at any stage without assigning any reason. No introduction, recommendation, or effort by the Agency shall create any obligation on Marvello to onboard a Manufacturer or allot any Rack.

2.7 Modification of Rack Allocation

Marvello reserves the unrestricted right to determine, modify, reduce, reallocate, or withdraw Rack quantities, category placement, or commercial terms in respect of any Manufacturer at any time prior to the execution of the final agreement with such Manufacturer, and the Agency shall have no claim in respect thereof.

2.8 Compliance with Laws and Instructions

The Agency shall perform the Services in compliance with Applicable Law, Marvello's written instructions, policies, and guidelines, and generally accepted ethical business practices. Any deviation from the permitted scope of Services shall be deemed a material breach of this Agreement.

2.9 Conduct and Personnel

The Agency shall ensure that its personnel engaged in the Project act in a professional and ethical manner and do not engage in misleading, coercive, or deceptive practices. Marvello shall have the right to require the replacement of any personnel whose conduct or performance is deemed unsatisfactory or detrimental to Marvello's business or reputation.

2.10 No Guarantee of Results

The Agency expressly acknowledges that the Services are provided on a **best-effort basis only**, and that no minimum number of Manufacturer Closures, Rack allotments, or payments is guaranteed under this Agreement.

2.11 Survival

The restrictions, limitations, and prohibitions set out in this Clause 2 shall survive the expiry or termination of this Agreement.

3. COMMISSION & PAYMENT TERMS

3.1 Commission Entitlement

Subject to the terms and conditions of this Agreement, the Agency shall be entitled to receive commission strictly on a **Per-Manufacturer Closure basis**, calculated in accordance with the number of Racks finally approved and activated for each Manufacturer, and only upon fulfilment of all eligibility conditions set out herein. No commission shall be payable on proposed, tentative, or unapproved rack quantities.

3.2 Commission Slabs

The commission payable to the Agency shall be determined **per Manufacturer**, based on the final number of Racks closed by such Manufacturer, in accordance with the following slab structure:

Racks Closed by a Single Manufacturer	Payout per Rack
1 – 4 racks	₹10,000 (Rupees Ten Thousand only) per Rack
5 – 9 racks	₹12,000 (Rupees Twelve Thousand only) per Rack
10 – 19 racks	₹15,000 (Rupees Fifteen Thousand only) per Rack
20 or more racks	₹20,000 (Rupees Twenty Thousand only) per Rack

For avoidance of doubt, the applicable slab shall be determined **solely on the basis of the total number of Racks closed by a single Manufacturer under one final agreement**, and slabs shall not be combined or aggregated across multiple Manufacturers.

3.3 Conditions Precedent to Commission Payment

Commission shall become payable to the Agency only upon fulfilment of all the following conditions:

- (a) execution of the final rack rental agreement between Marvello and the Manufacturer;
- (b) receipt of the full Security Deposit equivalent to six (6) months' Rack Rent by Marvello;
- (c) confirmation of the final approved Rack quantity by Marvello;
- (d) activation of the Rack(s) in Marvello's internal system; and
- (e) issuance of the first month's Rack Rent invoice by Marvello.

3.4 Per-Manufacturer Payment Logic

Each Manufacturer Closure shall be treated as an independent transaction for the purpose of commission calculation and payment. Commission shall be released **manufacturer-wise**, without requiring completion of the overall Project or achievement of the Target, subject always to fulfilment of the conditions set out in this Clause 3.

3.5 Exclusions from Commission

No commission shall be payable in respect of:

- (a) Manufacturers already existing in Marvello's database prior to introduction by the Agency;
- (b) Manufacturers introduced through Marvello's inbound enquiries, marketing channels, or other agencies;
- (c) renewals, extensions, expansions, or additional rack allotments occurring after execution of the original agreement, unless expressly approved in writing by Marvello;
- (d) cancellations, terminations, or invalidated agreements; or
- (e) any Manufacturer Closure resulting from misrepresentation, non-compliance, or breach by the Agency.

3.6 Payment Timeline

Subject to verification and validation by Marvello, eligible commission amounts shall be paid to the Agency within **seven (7) to ten (10) Business Days** from the date on which all conditions for commission eligibility are confirmed. Marvello's internal records and payout statements shall be final and binding.

3.7 Taxes and Deductions

3.7.1. All commission amounts are exclusive of applicable taxes. Marvello shall deduct **tax at source (TDS)** as per Applicable Law. The Agency shall be solely responsible for payment of any other taxes, levies, duties, or statutory dues arising in connection with the commission received under this Agreement.

3.7.2. GST & TAXATION

All commissions, project fees, or payments payable to the Agency under this Agreement shall be exclusive of Goods and Services Tax (GST). The Services provided by the Agency shall be classified under **Service Accounting Code (SAC) 9983 / 9985** relating to business support, marketing, intermediary, and facilitation services and shall attract GST at the rate of **eighteen percent (18%)**, comprising **nine percent (9%) Central Goods and Services Tax (CGST)** and **nine percent (9%) State Goods and Services Tax (SGST)**, or such other rate as may be prescribed under Applicable Law from time to time. The Agency shall raise a valid GST-compliant tax invoice for all amounts payable under this Agreement. For clarity, if the Agency raises an invoice of **₹10,00,000 (Rupees Ten Lakh only)**, GST at **18%** amounting to **₹1,80,000 (Rupees One Lakh Eighty Thousand only)** shall be applicable, and the total invoice value payable by Marvello shall be **₹11,80,000 (Rupees Eleven Lakh Eighty Thousand only)**. Marvello shall be entitled to claim applicable Input Tax Credit (ITC) subject to compliance with GST laws, and the Agency shall be solely responsible for timely payment and statutory compliance of such GST with the appropriate tax authorities.

3.8 No Advance or Guaranteed Payments

The Agency expressly acknowledges that no advance, retainer, minimum guarantee, or fixed payment is payable under this Agreement. Commission shall accrue strictly upon valid Manufacturer Closure and fulfilment of all eligibility conditions.

3.9 Right of Set-Off and Clawback

Marvello reserves the right to withhold, adjust, or recover any commission paid to the Agency in the event of fraud, misrepresentation, duplicate lead claims, or invalid Manufacturer Closure. Such recovery may be effected by set-off against future payments or through direct reimbursement.

3.10 Finality of Marvello's Determination

Marvello's determination regarding eligibility, rack count, slab applicability, commission computation, and pay-out shall be **final, conclusive, and binding** on the Agency, and shall not be subject to dispute.

4. OBLIGATIONS OF THE AGENCY

4.1 Performance of Services

The Agency shall perform the Services diligently, professionally, and in good faith, using commercially reasonable efforts and skilled personnel, and strictly in accordance with the terms of this Agreement, Marvello's written instructions, policies, and guidelines, and Applicable Law.

4.2 Compliance with Laws

The Agency shall comply with all Applicable Laws, rules, regulations, and statutory requirements in connection with the performance of the Services, including but not limited to labour laws, tax laws, data protection laws, and any other laws applicable to its business and personnel.

4.3 Use of Approved Materials Only

The Agency shall use only those presentations, brochures, communications, and marketing materials that are expressly approved by Marvello in writing, and shall not alter, modify, or supplement such materials without Marvello's prior written consent.

4.4 Prohibition on Misrepresentation

The Agency shall not make any false, misleading, exaggerated, or unauthorised representations, warranties, assurances, or promises to any Manufacturer, including but not limited to guarantees of sales, profits, returns, preferential treatment, or exclusivity.

4.5 No Authority or Commitment

The Agency shall not negotiate, agree upon, or commit to any commercial, financial, or contractual terms on behalf of Marvello, nor shall it bind or attempt to bind Marvello in any manner whatsoever.

4.6 Non-Collection of Funds

The Agency shall not, directly or indirectly, collect, receive, hold, or handle any money, Security Deposit, Rack Rent, or other consideration from any Manufacturer, and shall immediately report any such attempt by a Manufacturer to Marvello.

4.7 Lead Registration and Reporting

The Agency shall register all leads in the system or format prescribed by Marvello prior to contacting any prospective Manufacturer and shall maintain complete, accurate, and up-to-date records of all interactions, follow-ups, and communications, and provide periodic reports as required by Marvello.

4.8 Confidentiality and Data Protection

The Agency shall maintain strict confidentiality of all Confidential Information and Manufacturer data and shall use such information solely for the purposes of this Agreement. The Agency shall not disclose, share, or misuse such information without Marvello's prior written consent.

4.9 Conduct of Personnel

The Agency shall ensure that all personnel engaged in the Project act in a professional, ethical, and lawful manner and do not engage in coercive, deceptive, or unfair trade practices. The Agency shall be solely responsible for the acts and omissions of its personnel.

4.10 Replacement of Personnel

Upon written request by Marvello, the Agency shall promptly replace any personnel whose conduct, performance, or behaviour is deemed unsatisfactory, inappropriate, or detrimental to Marvello's business or reputation.

4.11 Non-Circumvention

The Agency shall not, during the Project Period or thereafter, directly or indirectly circumvent Marvello by entering into or attempting to enter into any arrangement with a Manufacturer introduced under this Agreement that bypasses Marvello's business model.

4.12 No Subcontracting

The Agency shall not assign, subcontract, delegate, or transfer any of its rights or obligations under this Agreement without the prior written consent of Marvello.

4.13 Conflict of Interest

The Agency shall disclose any actual or potential conflict of interest and shall not engage in any activity that may adversely affect its ability to perform the Services or harm Marvello's interests.

4.14 Indemnity for Breach

The Agency shall indemnify and hold harmless Marvello, its directors, officers, employees, and representatives from and against any losses, damages, claims, liabilities, penalties, or expenses arising out of or in connection with the Agency's breach of this Agreement, misrepresentation, misconduct, or non-compliance with Applicable Law.

4.15 Survival

The obligations set out in this Clause 4 shall survive the expiry or termination of this Agreement to the extent necessary to give effect to their intent.

5. OBLIGATIONS OF MARVELLO

5.1 Appointment and Access

Marvello shall formally appoint the Agency for the Project in accordance with the terms of this Agreement and shall, to the extent reasonably necessary, provide the Agency with access to Marvello-approved information, materials, and guidelines required for the performance of the Services.

5.2 Provision of Approved Materials

Marvello shall provide the Agency with standard pitch materials, commercial frameworks, and relevant information relating to the rack rental model, which the Agency may use strictly in accordance with this Agreement.

5.3 Evaluation of Manufacturers

Marvello shall evaluate Manufacturers introduced by the Agency in good faith and in accordance with its internal policies and business requirements; however, nothing herein shall obligate Marvello to approve or onboard any Manufacturer.

5.4 Execution of Agreements

Marvello shall be solely responsible for negotiating, finalising, and executing rack rental agreements with Manufacturers, including determination of rack quantity, commercial terms, and placement, and for collecting all Security Deposits and Rack Rent directly from Manufacturers.

5.5 Commission Processing

Subject to fulfilment of the conditions set out in Clause 3 of this Agreement, Marvello shall process and release commission payments due to the Agency within the timelines specified therein, after verification and validation of Manufacturer Closures.

5.6 Maintenance of Records

Marvello shall maintain internal records relating to Manufacturer approvals, rack allocations, deposit receipts, and activation status, which records shall be final and binding for the purposes of commission computation and payment.

5.7 Right to Modify Commercial Framework

Marvello reserves the right to modify, revise, or update its commercial framework, rack configurations, categories, or policies at any time in accordance with its business requirements, and such modifications shall not give rise to any claim by the Agency.

5.8 No Exclusivity or Minimum Guarantee

Marvello does not provide any exclusivity, minimum business guarantee, or assured volume of closures to the Agency and shall not be liable for any loss of opportunity or expected earnings of the Agency.

5.9 Support and Coordination

Marvello shall designate authorised representatives for coordination with the Agency during the Project Period and shall provide reasonable support to facilitate the progression of discussions with prospective Manufacturers.

5.10 Discretion and Final Authority

All decisions relating to Manufacturer onboarding, rack quantity, placement, pricing, approval, rejection, or discontinuation shall rest solely with Marvello, and Marvello's decision in such matters shall be final and binding.

5.11 Limitation of Responsibility

Marvello shall not be responsible for the Agency's internal operations, manpower, costs, expenses, employee liabilities, or compliance obligations, all of which shall remain solely the responsibility of the Agency.

5.12 Survival

The obligations of Marvello under this Clause 5 shall survive the expiry or termination of this Agreement to the extent required for payment of valid commissions and enforcement of rights accrued prior to such expiry or termination.

6. TERM & TERMINATION

6.1 Term

This Agreement shall come into force on the Effective Date and shall remain valid for the Project Period of **sixty (60) calendar days**, unless terminated earlier in accordance with the provisions of this Clause 6 or extended expressly in writing by Marvello. Upon expiry of the Project Period, this Agreement shall automatically stand terminated without the requirement of any further notice.

6.2 Termination for Convenience

Marvello shall have the right to terminate this Agreement **at any time, without assigning any reason**, by providing written notice to the Agency. In such event, the Agency shall be entitled only to commission accrued for valid Manufacturer Closures completed prior to the effective date of termination, subject to verification by Marvello.

6.3 Termination for Cause

Marvello may terminate this Agreement with immediate effect, by written notice to the Agency, in the event of any breach by the Agency of the terms of this Agreement, including but not limited to misrepresentation, unauthorised commitments, non-compliance with Applicable Law, breach of confidentiality, fraud, or misconduct. In such cases, Marvello shall have the right to withhold or recover any commission paid in respect of invalid or affected Manufacturer Closures.

6.4 Termination for Insolvency or Legal Proceedings

Marvello may terminate this Agreement immediately if the Agency becomes insolvent, is unable to pay its debts, enters into liquidation, receivership, or winding-up proceedings, or if any legal or regulatory proceedings are initiated that, in Marvello's reasonable opinion, may adversely affect the Agency's ability to perform its obligations.

6.5 Termination by Agency

The Agency may terminate this Agreement by providing **six (6) days' prior written notice** to Marvello; provided that such termination shall not affect Marvello's rights in respect of breaches, misrepresentation, or confidentiality obligations. The Agency shall not be entitled to any compensation or claim beyond commission for valid Manufacturer Closures completed prior to the effective date of termination.

6.6 Consequences of Termination

Upon expiry or termination of this Agreement for any reason, the Agency shall immediately cease to represent Marvello, discontinue use of Marvello's name, brand, and materials, return or destroy all Confidential Information and documents, and hand over all records, data, and information relating to the Project. Any rights, obligations, or liabilities accrued prior to termination shall survive.

6.7 Withholding and Set-Off

Marvello reserves the right to withhold, adjust, or set off any commission payable to the Agency against any amounts due from the Agency to Marvello arising out of breach, misrepresentation, or recovery of wrongly paid commission.

6.8 Survival of Clauses

Termination or expiry of this Agreement shall not affect the survival of clauses relating to confidentiality, indemnity, limitation of liability, non-circumvention, dispute resolution, and any other provisions which by their nature are intended to survive.

7. CONFIDENTIALITY

7.1 Confidential Information

For the purposes of this Agreement, "Confidential Information" shall have the meaning assigned to it under Clause 1.1.5 and shall include all information disclosed by Marvello to the Agency, whether orally, visually, electronically, or in writing, relating to Marvello's business, operations, commercial terms, rack rent, pricing, manufacturer data, contracts, strategies, policies, systems, and any other information which is designated as confidential or which, by its nature, ought reasonably to be regarded as confidential.

7.2 Obligation of Confidentiality

The Agency shall maintain strict confidentiality of all Confidential Information and shall not, without the prior written consent of Marvello, disclose, divulge, publish, transmit, or make available any Confidential Information to any third party, except to its personnel strictly on a need-to-know basis for the performance of the Services under this Agreement.

7.3 Permitted Use

The Agency shall use Confidential Information solely for the purpose of performing the Services under this Agreement and for no other purpose whatsoever. The Agency shall not use Confidential Information for its own benefit or for the benefit of any third party, whether directly or indirectly.

7.4 Safeguards

The Agency shall implement and maintain appropriate technical, administrative, and organisational safeguards to protect Confidential Information against unauthorised access, disclosure, loss, or misuse, and shall ensure that its personnel comply with the confidentiality obligations set out herein.

7.5 Exclusions

The confidentiality obligations under this Agreement shall not apply to information which the Agency can demonstrate, to Marvello's reasonable satisfaction, is or becomes publicly available other than through a breach of this Agreement, or is lawfully received from a third party without breach of any confidentiality obligation.

7.6 Mandatory Disclosure

If the Agency is required by Applicable Law, regulation, or judicial or governmental order to disclose any Confidential Information, it shall, to the extent legally permissible, provide prompt written notice to Marvello to enable Marvello to seek appropriate protective measures. Any disclosure shall be limited strictly to the extent required.

7.7 Return or Destruction of Confidential Information

Upon expiry or termination of this Agreement, or upon Marvello's written request, the Agency shall immediately return or permanently destroy all Confidential Information, including all copies, extracts, and reproductions thereof, and shall certify such return or destruction in writing if so requested by Marvello.

7.8 Survival

The obligations of confidentiality set out in this Clause 7 shall survive the expiry or termination of this Agreement for a period of **five (5) years**, or for such longer period as may be required under Applicable Law.

7.9 Injunctive Relief

The Agency acknowledges that any breach of this Clause 7 may cause irreparable harm to Marvello for which monetary damages may be inadequate. Accordingly, Marvello shall be entitled to seek injunctive or equitable relief, in addition to any other remedies available at law or in equity, without the requirement of proving actual damages.

8. INDEMNITY & LIMITATION OF LIABILITY

8.1 Indemnity by the Agency

The Agency shall indemnify, defend, and hold harmless Marvello, its directors, officers, employees, representatives, and affiliates from and against any and all losses, damages, claims, demands, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this Agreement by the Agency, misrepresentation or unauthorised commitment made by the Agency or its personnel, violation of Applicable Law, negligence, wilful misconduct, fraud, or any act or omission of the Agency or its personnel in the performance of the Services.

8.2 Third-Party Claims

The indemnity under this Clause 8 shall include, without limitation, any claims, disputes, or proceedings initiated by Manufacturers, employees of the Agency, governmental authorities, or any third party arising out of or relating to the Agency's conduct, representations, or failure to comply with this Agreement.

8.3 Indemnity Procedure

Marvello shall promptly notify the Agency in writing of any claim for which indemnification is sought; provided that failure to provide such notice shall not relieve the Agency of its indemnity obligations except to the extent materially prejudiced. Marvello shall have the right, at its sole discretion, to participate in or assume control of the defence or settlement of any such claim.

8.4 Limitation of Liability of Marvello

To the maximum extent permitted under Applicable Law, Marvello shall not be liable to the Agency for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to loss of profits, loss of business opportunity, loss of reputation, or anticipated savings, whether arising in contract, tort, or otherwise, even if advised of the possibility of such damages.

8.5 Liability Cap

Notwithstanding anything contained in this Agreement, Marvello's aggregate liability, if any, arising out of or in connection with this Agreement shall be limited strictly to the amount of commission actually paid by Marvello to the Agency under this Agreement during the Project Period.

8.6 No Liability for Manufacturer Actions

Marvello shall not be liable for any act, omission, default, or breach by any Manufacturer, including non-payment, termination, or dispute, and the Agency shall have no claim against Marvello in respect thereof.

8.7 No Responsibility for Agency Personnel

Marvello shall not be responsible or liable for any claims, disputes, or liabilities relating to the Agency's employees, consultants, or subcontractors, including but not limited to wages, statutory dues, employment benefits, or workplace claims.

8.8 Excluded Matters

Nothing in this Agreement shall limit or exclude Marvello's rights or remedies in respect of fraud, wilful misconduct, gross negligence, breach of confidentiality, or breach of intellectual property rights by the Agency.

8.9 Survival

The provisions of this Clause 8 shall survive the expiry or termination of this Agreement.

9. GOVERNING LAW & DISPUTE RESOLUTION

9.1 Governing Law

This Agreement shall be governed by and construed in accordance with the **laws of India**, without regard to its conflict of laws principles.

9.2 Amicable Resolution

The Parties shall endeavour to resolve any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach, or termination, through good faith discussions and amicable negotiations.

9.3 Arbitration

If any dispute is not resolved amicably within **thirty (30) days** from the date of written notice of such dispute by one Party to the other, such dispute shall be finally resolved by **arbitration** in accordance with the provisions of the **Arbitration and Conciliation Act, 1996**, as amended from time to time.

9.4 Arbitration Procedure

The arbitration shall be conducted by a **sole arbitrator** appointed by Marvello. The seat and venue of arbitration shall be **Washim, Maharashtra State, India India**, and the arbitration proceedings shall be conducted in the **English language**. The arbitral award shall be final and binding on the Parties.

9.5 Costs of Arbitration

The costs of arbitration, including arbitrator's fees and administrative expenses, shall be borne in such manner as determined by the arbitral tribunal, unless otherwise agreed by the Parties.

9.6 Interim Relief

Nothing in this Clause 9 shall prevent Marvello from seeking interim, injunctive, or equitable relief from any court of competent jurisdiction to protect its rights, Confidential Information, or business interests, pending the outcome of arbitration.

9.7 Exclusive Jurisdiction

Subject to Clause 9.3 above, the courts at **Washim, Maharashtra State, India India** shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement.

9.8 Continuity of Obligations

During the pendency of any dispute or arbitration, the Parties shall continue to perform their respective obligations under this Agreement to the extent not in dispute.

10. MISCELLANEOUS

10.1 Entire Agreement

This Agreement constitutes the **entire agreement** between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, representations, negotiations, or communications, whether written or oral.

10.2 Amendment

No modification, amendment, or variation of this Agreement shall be valid or binding unless made in writing and duly executed by authorised representatives of both Parties.

10.3 Assignment

The Agency shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement, whether in whole or in part, without the prior written consent of Marvello. Marvello may assign this Agreement to any of its affiliates or successors without restriction.

10.4 Waiver

Any failure or delay by Marvello in exercising any right, power, or remedy under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any further exercise thereof.

10.5 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be deemed severed, and the remaining provisions shall continue in full force and effect.

10.6 Force Majeure

Neither Party shall be liable for failure or delay in the performance of its obligations under this Agreement (other than payment obligations) if such failure or delay is caused by events beyond its reasonable control, including acts of God, war, riots, pandemics, natural disasters, or governmental actions, provided that the affected Party promptly notifies the other Party and takes reasonable steps to mitigate the impact.

10.7 Notices

All notices or communications under this Agreement shall be in writing and shall be deemed duly given if delivered by hand, courier, registered post, or electronic mail to the addresses of the Parties as specified in this Agreement, or to such other address as may be notified in writing.

10.8 Relationship of Parties

Nothing in this Agreement shall be construed to create any partnership, joint venture, legal agency, franchise, or employment relationship between the Parties. The Agency shall act solely as an independent contractor.

10.9 Counterparts and Electronic Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Execution by electronic or digital signature shall be valid and binding.

10.10 Interpretation Against Drafter

The Parties agree that this Agreement has been jointly negotiated and drafted, and no provision shall be interpreted against either Party solely on the basis that such Party drafted or proposed such provision.

10.11 Survival

The provisions of this Agreement which by their nature are intended to survive, including but not limited to confidentiality, indemnity, limitation of liability, governing law, dispute resolution, and payment obligations, shall survive the expiry or termination of this Agreement.

IN WITNESS WHEREOF

IN WITNESS WHEREOF, the Parties hereto have executed this **Manufacturer Onboarding Services Project Agreement** on the day, month, and year first written above.

For and on behalf of

MARVELLO ORIGIN WORKS LIMITED
(First Party)

Signature
ASHVIN RATHOD
Director
Authorized Signatory

For and on behalf of

(Agency / Second Party)

Name: _____

Designation: _____

Authorized Signatory

Date: _____

Place: _____

***** END OF AGREEMENT *****