

By clicking "I Accept" below, you acknowledge, understand and further agree that you will observe and be willing to be bound by the following Vendor Agreement, terms and conditions and policy of House of Ideas Pvt. Ltd. ("Company") from time-to-time updated by the Company.

Company: **House of Ideas Private Limited**
Registered office at G66/2, Gautam Nagar,
New Delhi-110

Website / eCommerce **Proqore.com**
platform :

Vendor: _____
Office at:

Products:

VENDOR AGREEMENT FOR PROVISION OF E-COMMERCE SERVICES

This Agreement/document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of “Proqore.com” website. Accessing, browsing, creating a user account or otherwise using the website indicates your agreement to all the terms and conditions under this Agreement. The Vendor hereby accepts the terms and conditions of this Agreement before proceeding. By impliedly or expressly accepting these Terms and Conditions of Agreement, the Vendor also accepts and agrees to be bound by the Company’s Policies (including but not limited to Privacy Policy) as amended from time to time.

WHEREAS

- A. The Company carries on the business inter alia, of the business of e-commerce, e-procurement, sales promotions, marketing and fulfillment services.**
- B. The Company is owner of E-Commerce Website by the name of “Proqore.com” (hereinafter referred as the “**Website**”), wherein various products of different nature are marketed, procured, sold **and collection services through Internet payment gateway and settlement of transactions** using electronic medium more particularly through the e-commerce domain.**
- C. The website is an online market place, where users of the website can place order/(s) on various listed Vendors to fulfill the same. Company’s role is limited to managing Website (defined below) over which the products are displayed and other incidental services are provided to enable the transactions between the Vendors and the Buyers.**
- D. The Vendor is engaged in the business of manufacturing/importing/ distributing of various goods /products and similar items (herein after referred as “**Products**”).**

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. COMMENCEMENT, TERM, RENEWAL

1.1 The date of execution of this agreement shall be the commencement date and the agreement shall remain valid and binding upon both the parties until terminated by either party or both the parties through mutual constant or terminated in terms of Clause 10 of this Agreement.

2. MARKETING TOOLS/SUPPORT, PRODUCTS, AVAILABILITY OF PRODUCTS ETC.

2.1 The Vendor will keep informed and shall upload at all times the company about the availability and cost of the products in its inventory along with detailed specifications like size, colour, texture cost etc. as may be required of the product. Order once placed on the Vendor by the customer shall have to be honoured by the Vendor at all costs.

3. FEE/COMMISSIONS

3.1 The Company as such shall not charge any fee for providing web space/display on website. However, for all such sales that are made/generated using the website 'Proqore.com' a commission shall be paid by the Vendor to the Company. The details of commissions to be paid on the purchase of product will be communicated in the website and can be revised from time to time. The schedule can be amended to modify any rate of commission in respect of any product. Any amendment to such schedule will be express. The said schedule is to be treated as part and parcel of the agreement. The Vendor shall also be responsible for payment for the logistics in regard to delivery and if required the return of the products supplied by it.

3.2 It is expressly agreed by the parties hereto that the Company shall debit and retain the amount of commission and the logistic charges from the remittance to Vendor at the time of forwarding the order received from the end customer.

3.3 The parties will endeavor to perform reconciliation of accounts/orders every thirty (30) days.

4. PLACEMENT OF ORDER, HANDLING AND DELIVERY.

4.1 Direct procurement:

- (a) The Buyer shall place his order directly to the company for specified products listed on the Website. For this purposes, the Vendor shall give to the Company the rates of products on a monthly basis (hereinafter referred as “the listed rates”). Based on the available products details and price listing submitted by the Vendors, the Company shall supply the products to the Customers on listed rates after procuring the same from the Vendors. The rates shall be given by the Vendor on or before 2nd of the month and the rates shall be static for the month.
- (b) The final purchase order of products shall be confirmed only upon receiving the payment confirmation by the company from the Buyer .
- (c) All the direct procurement transactions between the Vendor and the Buyers shall be take place through the Company. Any direct sale of the products, by the Vendor to the Buyer, using the website shall not be allowed. In case of breach, the Company shall have right to claim damages from the Vendor. The vendor shall not contact the Buyer directly in regard to the products in regard to which the Vendor has given a quote to the Company .

4.2 Procurement through Bidding

- (a) The Buyer shall have choice to procure the products through Bidding. The Buyer shall place his requirement of product alongwith specifications and quantities of products alongwith the proposed date of delivery/receipt of the products.
- (b) Upon receipt of the initial purchase order, an automatic notification system ingrained with website shall send notifications (through SMS/Email/Second Screen) to various Vendors, whose products are listed on the website. Upon receipt of the notification for proposed deal, the vendors shall quote their prices against each of the products, within specified time period.
- (c) Upon receipt of the quotation of prices, the software ingrained with website shall automatically scan through all the quotations posted by various vendors and shall filter three (3) lowest price quotes of the Vendors, which shall be provided to the Buyer. Number of lowest price quotes can be increased on the specific request of the Buyer.
- (d) Upon receipt of the said the required lowest price quotes of the Vendors, the Buyer shall have either an option select the Vendor and place the final order upon him only through website or may

invite the lowest three (3) bid vendors only to re-quote/re-bid the prices for the products, again, enabling the Buyer to get even a lower quote. In case, the Buyer chooses for rebidding, fresh notification shall be sent to the lowest three (3) bidders the Vendors, and the procedure invadated in Clause 4.3 shall follow.

- (e) Upon selection of the Vendor by the Buyer, the Buyer shall place the final order upon the said L1 Vendor using the website, which shall be processed through the company.

4.3 Procedure after Placement of Order:

- (a) In Both the cases, either in direct procurement of products or procurement through bidding, the final purchase order of products shall be confirmed by the Company, only upon receiving the payment confirmation by the company from the Buyer.
- (b) The Buyer shall make the payment against the purchase of products based upon a system generated invoice, via e-payment facilities to the Company. The final purchase order of products shall be confirmed only upon receiving the payment confirmation by the company from the Buyer through e-payment facilities.
- (c) The Vendor shall upon receipt of the order from the Buyer, immediately arrange to supply the product. All the dispatch and delivery shall be made through the Company and the Company shall facilitate the delivery in regard to which the payments shall be made by the Company and retained by the Company and paid to the Logistics Company. Upon readiness of the product for dispatch, the Vendor shall inform the Company as early as possible but in any case the dispatch shall be made within two (2) days of the receipt of the purchase Order or such other time as the Company may specify. Upon receiving the information of readiness of the product by the Vendor, the Company shall deliver the product at the designated address. In case the Vendor fails to dispatch the product within the aforesaid time, it has to return the amount received back to the Company forthwith. No delay in returning the amount is permissible and any delay caused shall be considered as breach of the agreement and be one of the cause for termination of agreement. The Vendor shall pay for the logistic services rendered by the company for delivery of the products to the Customer.
- (d) The Vendor shall ensure that the products dispatched are of the specifications ordered and there is no variation whatsoever. The necessary guarantee/warranty shall be provided by the Vendor to the Buyer.

- (e) The Vendor agrees to replace the defective products supplied to the Buyer at its own cost and shall not hold the Company responsible in any manner whatsoever. The Company may, at its discretion arrange to lift the defective products from the Buyer, however the Vendor will still be liable to replace the defective product. Any charges incurred by the Company for lifting and forwarding such defective goods shall be on account of the Vendor. The Vendor shall make good such charges to the Company, upon receipt of invoice/debit note. No request for any adjustment from future payables to the Vendor from Company will be made, however, the Company is at its liberty to deduct such amount from future payables of fresh Orders. Such deductions shall not be treated as practice and/or precedent. For avoidance of doubts it is clarified that defective would mean and include but is not limited to wrong product, damaged product, miss-sized product and any other shortcoming which the Buyer may point out. The Vendor hereby authorizes the Company to entertain all claims of return of the Product in the mutual interest of the Vendor as well as the Buyer.

5. Covenants of Vendor

The Vendor hereby covenants with the Company as under:

- 5.1 To supply the product of the ordered in terms of the specifications/ description only including quantity and quality prescribed in the final purchase Order placed upon the Vendor and there should be no instance of wrong item being delivered and/or quality issue and/or issue of Non delivery. Further, the Vendor shall maintain adequate stock/ inventory of the items at all times. In case the Vendor is running out of supplies or is likely not to fulfill the Order received by him, it shall not send quotation and shall not bid. The Vendor shall also intimate to the Company at least 48 hours (two days) in advance so that notice of **OUT OF STOCK** for the product can be placed on the website.
- 5.2 Not to send any kind of promotion material or any such material, which is, derogatory to and/or adverse to the interests financial or otherwise of the Company, to the Buyer, either along with the products supplied or in any manner whatsoever.
- 5.3 Not to do any act/deal in a thing / products/goods/services which are either banned/prohibited by law or violates any of the intellectual property right of any party in respect of such product.
- 5.4 The Vendor declares that it has all rights and authorisations in respect of intellectual property rights of third parties and is authorised to sale/

provide/license such products to the Buyer. The copy of such authorization shall be provided on demand without failure and/or protest.

- 5.5 The Vendor agrees to indemnify and keep indemnified the Company from all claims/losses (including Litigation/advocate fee for defending/prosecuting any case) that may arise against the Company due to acts/omission on the part of the Vendor.
- 5.6 To provide to the Company, for the purpose of the creation/display on website of Company, the product description, images, disclaimer, delivery time lines, price and such other details for the products to be displayed and offered for sale.
- 5.7 To ensure and not to provide any description/image/text/graphic which is unlawful, illegal, intimidating, obnoxious, objectionable, obscene, vulgar, opposed to public policy, prohibited by law or morality or is in violation of intellectual property rights including but not limited to Trademark and copyright of any third party or of inaccurate, false, incorrect, misleading description or is surrogatory in nature. Further the Vendor shall forward the product description and image only for the product which is offered for sale through the website of the Company. The Vendor agrees that in case, there is violation of this covenant, it shall do and cause to be done all such acts as are necessary to prevent disrepute being caused to the Company.
- 5.8 To provide full, correct, accurate and true description of the product so as to enable the Buyers to make an informed decision. The Vendor agrees not to provide any such description/information regarding the product which amounts to misrepresentation to the Buyer.
- 5.9 To be solely responsible for the quality, quantity, merchantability, guarantee, warranties in respect of the products offered for sale through website of the Company.
- 5.10 At all times have access to the Internet and its email account to check the enquiry of quotation/status of approved orders/final purchase order and will ensure to send the quotation within specified timeline and prompt deliveries of product within the time frame in terms of the final quotations, as the case may be.
- 5.11 Provide information about the Order Status including Airway Bill Number on a daily basis.
- 5.12 To raise an invoice as well as receipt of payment in the name of Customer for an amount equivalent to the amount displayed on the system generated invoice while placing the final order by the Buyer and paid by/charged to the Buyer.

- 5.13 Not to offer any Product for Sale on the website, which are prohibited for sale, dangerous, against the public policy, banned, unlawful, illegal or prohibited under the Indian laws.
- 5.14 To provide satisfactory proof about the ownership/licenses of all the legal rights in the Products that are offered for sale on the website as and when demanded by the Company.
- 5.15 To pass on the legal title, rights and ownership in the Products sold to the Buyer.
- 5.16 To be solely responsible for any dispute that may be raised by the Buyer relating to the goods, merchandise and services provided by the Vendor. No claim of whatsoever nature will be raised on the Company.
- 5.17 The Vendor shall at all time during the pendency of this agreement endeavor to protect and promote the interests of the Company and ensure that third parties rights including intellectual property rights are not infringed.
- 5.18 The Vendor shall at all times be responsible for compliance of all applicable laws and regulations including but not limited to Intellectual Property Rights, Local Sales Tax, Central Sales Tax, Service tax, Value added tax, Standards of Weights & Measures legislation, Sale of Goods Act, Excise and Import duties, Drugs and Cosmetics Act, Drugs and Remedial Magic Act, Code of Advertising Ethics, etc.
- 5.19 To provide to the Company copies of any document required by the Company for the purposes of performance of its obligations under this agreement within 48 hours of getting a written notice from the Company.
- 5.20 To seek advance written approval from the Company, prior to release of any promotion/advertisement material, in so far as the same relates to services offered pursuant to the terms of this Agreement.

6. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS OF THE VENDOR

The Vendor warrants and represents that

- 6.1 The signatory to the present agreement has the right and full authority to enter into this Agreement with the Company and the agreement so executed is binding in nature.
- 6.2 All obligations narrated under this Agreement are legal, valid, binding and enforceable in law against the Vendor.

- 6.3 There are no proceedings pending against the Vendor, which may have a material adverse effect on its ability to perform and meet the obligations under this Agreement.
- 6.4 That it is an authorized business establishment and hold all the requisite permissions, authorities, approvals and sanctions to conduct its business and to enter into present agreement with the Company.
- 6.5 It shall, at all times ensure compliance with all the requirements applicable to its business and for the purposes of this agreement including but not limited to Intellectual Property Rights, Sales Tax, Central Sales Tax, Service tax, Standards of Weights & Measures legislation, Sale of Goods Act, Value added tax, Excise and Import duties, etc. It further declares and confirms that it has paid and shall continue to discharge all its obligations towards statutory authorities.
- 6.6 That it has adequate rights under relevant laws including but not limited to various Intellectual Property Legislation(s) to enter into this Agreement with the Company and perform the obligations contained herein and that it has not violated/ infringed any intellectual property rights of any third party.
- 6.7 It shall maintain details of all transaction and mark as complete / incomplete as the case may be and shall provide the same to the Company upon demand.
- 6.8 The Vendor agrees and acknowledges that transactions, transaction price and all commercial terms such as delivery, dispatch of products and/or services are as per principal to principal bipartite contractual obligations between the Vendor and the Buyer and the payment facility is merely used by the Vendor and the Buyer to facilitate the completion of transactions. Use of the payment facility shall not render the Company liable or responsible for non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after-sales or warranty services or fraud as regards the products and/or services of the Vendor listed on the Website.
- 6.9 The Vendor agrees and acknowledges the Vendor have specifically authorized the Company or its service providers to collect, process, facilitate, and remit payments and/or the transaction price electronically to and from Buyers in respect of transactions through e-payment facility. The Vendor's relationship with the Company is on a principal to principal basis and by executing the present agreement, the Vendor agree that the Company is an independent contractor for all purposes and does not have control of or liability for the products or services that are listed on the Website and paid for by using the payment facility. The Company does not guarantee the identity of any User/Buyer nor does it ensure that a Buyer will complete a transaction.

6.10 The Vendor understands, accepts, and agrees that the payment facility provided by the Company is neither a banking nor financial service, but merely a facilitator providing an electronic, automated online electronic payment facility for receiving payment through collection and remittance for transactions on the Website using the existing authorized banking infrastructure and credit card payment gateway (PG) network. Further, by providing payment facility, the Company neither acts as a trustee nor fiduciary with respect to transaction or transaction price.

7. RIGHTS OF COMPANY:

7.1 The Vendor agrees and acknowledges that the Company, at all times during the continuance of this Agreement, shall have the right to remove/block/delete any text, graphic, image(s) uploaded on the Website by the Vendor without any prior intimation to the Vendor in the event the said text, image, graphic is found to be in violation of law, breach of any of the terms of this Agreement, terms and conditions of Website. In such an event, the Company reserves the right to forthwith remove/close the Account of the Vendor without any prior intimation or liability to the Vendor.

7.2 Appropriate disclaimers and terms of use on Website shall be placed by the Company.

7.3 At any time if the Company believes that the services are being utilized by the Vendor or its Buyer in contravention of the terms and provisions of this Agreement, Terms and conditions of use of Website, the company shall have the right either at its sole discretion or upon the receipt of a request from the legal / statutory authorities or a court order to discontinue/terminate the said service(s) to the Buyer or the End user as the case may be, forthwith remove/block/close the account of the Vendor and furnish such details about the Vendor and/or its Buyer upon a request received from the Legal/ Statutory Authorities or under a Court order.

8. INDEMNITY

8.1 The Vendor indemnifies and shall hold indemnified the Company, its Directors, partners, officers, employees, representatives, agents from and against all losses, damages, claims, suits, legal proceedings and otherwise howsoever arising from or in connection with any claim including but not limited to claim for any infringement of any intellectual property rights or any other rights of any third party or of law, concerning quality, quantity and any claim in relation to the Vendor's product, the breach of any of the Vendor's warranties, representations or undertakings or in relation to the non-fulfillment of any of its obligations under this Agreement or arising out of the Vendor infringing any

applicable laws, regulations including but not limited to Intellectual Property Rights, Local Sales Tax, Central Sales Tax, Service tax, Value Added tax, The Standards of Weights & Measures legislation, Excise and Import duties, etc.

8.2 This article shall survive the termination or expiration of this Agreement.

9. LIMITATION OF LIABILITY

9.1 The Company on the basis of representation by the Vendor is marketing the products of the Vendor on the Website and further participating in the bidding process while sending quotations of the product to enable the Vendor to offer its products for sale through the said website. This representation is the essence of the Contract. It is expressly agreed by the vendor that the Company shall under no circumstances be liable or responsible for any loss, injury or damage to the Vendor, the Buyer or any other party whomsoever, arising on account of any transaction under this Agreement or as a result of the Products being in any way damaged, defective, in unfit condition, infringing/ violating any laws/ regulations/ intellectual property rights of any third party. The Vendor agrees and acknowledges that it shall be solely liable for any claims, damages, allegation arising out of the Products offered for sale through the Website (including but not limited to quality, quantity, price, merchantability, use for a particular purpose, or any other related claim) and shall hold the Company harmless and indemnified against all such claims and damages. Further the Company shall not be liable for any claims, damages arising out of any negligence, misconduct or misrepresentation by the Vendor or any of its representatives.

9.2 The Company under no circumstances will be liable to the Vendor for loss and/or anticipated loss of profits, or for any direct or indirect, incidental, consequential, special or exemplary damages arising from the subject matter of this Agreement, regardless of the type of claim and even if the Vendor has been advised of the possibility of such damages, such as, but not limited to loss of revenue or anticipated profits or loss business, unless such loss or damages is proven by the Vendor to have been deliberately caused by the Company.

10. TERMINATION AND EFFECTS OF TERMINATION

10.1 This Agreement may be terminated by the Company forthwith in the event

(a) The Vendor fails to make payment of the **sum demanded**, if any after it has been served a 48 hours written notice;

- (b) The Vendor commits a material breach of any representation, obligations, covenant, warranty or term of this agreement and the same is not cured within Thirty (30) days after written notice given by the Company.
- (c) If a Petition for insolvency is filed against the Vendor.
- (d) If the Vendor is in infringement of the third party rights including intellectual property rights.

10.2 Notwithstanding anything above, this agreement may be terminated without reason by either party after serving upon the other, a written notice of 30 days. The agreement shall stand terminated after expiry of such period.

10.3 Effect of Termination:

- (a) In the event of termination/expiry of this Agreement, the Company shall remove the Account of the Vendor and shall discontinue display of the Products on Website with immediate effect.
- (b) The Company shall not be liable for any loss or damages (direct, indirect or inconsequential) incurred by the Vendor by virtue of termination of this agreement.
- (c) During the period under notice both the parties shall be bound to perform its obligations incurred under this agreement and this sub-clause shall survive the termination of this agreement.

11. MISCELLANEOUS

11.1 Non-Exclusivity:

Nothing herein is intended nor shall be construed as creating any exclusive

Arrangement between the parties and shall not be construed as limiting either Party's ability to enter into a similar or identical contract with any third party.

11.2 Notice:

- (i) Any notice or other communication given pursuant to this agreement must be in writing and
 - a) delivered personally, or
 - b) sent by registered mail, postage prepaid, to the address of the Party specified below.
- (ii) All notices and other communications required or permitted under this Agreement that are addressed as provided in this will;
 - a) if delivered personally or by courier, be deemed given upon delivery;
 - b) if sent by registered mail, be deemed given when received.

In the case of a notice to the Company at the registered office of the Company as mentioned above.

In the case of a notice to the Vendor at the address of the Vendor as mentioned above:

11.3 Governing Law, Jurisdiction and Ex-Parte Orders:

The Agreement shall be governed and interpreted by and construed in accordance with the laws of Republic of India, without giving effect, if applicable, to the principles of conflict of laws, thereof or thereunder, and the Court at Delhi shall have jurisdiction over all matters or disputes arising out of or relating to this Agreement.

The Company is entitled to obtain ex-parte ad- interim injunction orders restraining the Vendor to prevent any loss/anticipated loss either in material terms or in terms of intellectual property or causing damage/loss/harm to reputation/goodwill of the Company by the Vendor, its representatives, associates or assigns.

11.4 Severability:

If any provision hereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.

11.5 Intellectual Property Rights:

The Vendor expressly authorises the Company to use its trade marks/copy rights/ designs /logos and other intellectual property owned and/or licenced by it for the purpose of reproduction on the website and at such other places as the Company may deem necessary. It is expressly agreed and clarified that, except as specified agreed in this Agreement, each Party shall retain all right, title and interest in their respective trademarks and logos and that nothing contained in this Agreement, nor the use of the trademark / logos on the publicity, advertising, promotional or other material in relation to the services shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's trademarks and / or logos.

11.6 Entire Agreement:

This Agreement embodies the entire agreement and understanding of the Parties and supersedes any and all other prior and contemporaneous agreements, correspondence, arrangements and understandings (whether written or oral) between the Parties with respect to its subject matter.

11.7 Assignment:

Neither this Agreement nor any part of it is assignable, transferable, sub-licensable, sub-contractable or conveyable by Vendor, either by operation of law or otherwise, without the express, prior, written consent of the Company signed by an authorized representative of such Party. The Company is at liberty to refuse such consent.

11.8 Confidentiality:

The contents of the agreement and any information passed on by the Company to the Vendor is highly confidential in nature and the Vendor agrees and undertakes to maintain the confidentiality of the information and user/customer/buyer data disclosed, generated or made available to the Vendor under this Agreement. The said information shall not be used by the Vendor or its agents, servants, representatives or any person acting through or claiming through the Vendor for any purpose other than for the performance of its obligations under this Agreement. The Vendor agrees that the unauthorized disclosure or use of such information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, the Vendor agrees that the Company shall have the right to obtain an immediate injunction from any court of law ensuing breach of this Agreement and/or disclosure of the Confidential Information. The Company shall also have the right to pursue any other rights or remedies available at law or equity for such a breach.

11.9 Rights of Third Parties:

Unless a contrary intention appears from the terms hereof, nothing expressed or implied herein is intended or shall be construed to confer

upon or give any Person, other than the Company and the Vendor, any rights or remedies under or by reason of this Agreement or any transaction contemplated herein.

11.10 Relationship of Parties

Nothing in this Agreement will be construed as creating a relationship of partnership, joint venture, agency or employment between the Parties. The Company shall not be responsible for the acts or omissions of the Vendor and Vendor shall not represent the company, neither has, any power or authority to speak for, represent, bind or assume any obligation on behalf of the Company.

11.11 Waiver and Amendment

No waiver of any breach of any provision of this Agreement constitutes a waiver of any prior, concurrent or subsequent breach of the same or any other provisions, and will not be effective unless made in writing and signed by an authorised representative of the waiving Party.

Except as expressly set out in this Agreement, no amendment is binding on the Parties unless it is in writing and signed by a duly authorized representative of each of the Parties.

11.12 Force Majeure:

if the performance of this Agreement including the delivery of the product to the Buyer, by the Vendor is delayed or prevented or is otherwise frustrated by reason of force majeure, which shall mean war, civil commotion or disturbances, fire, flood, action by government or any event beyond the reasonable control of the Vendor, then it shall promptly notify the company in writing specifying the nature of the force majeure and of the anticipated delay in the performance of this Agreement, and as of the date of that notification, the company may suspend the performance of this agreement until the cause of the delay ends.

11.13 Dispute Resolution:

Any and all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Parties raising the dispute. In the event, the dispute cannot be amicably settled; it shall be referred to a sole arbitrator to be mutually agreed to and between the Parties. The proceedings of the Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and amendments, if any or any rules made thereunder. The venue of the arbitration shall be New Delhi, India. The award of such arbitrator shall be final and binding upon the parties.