## SERVICE AGREEMENT

This Service Agreement (the “Agreement”) is made on **[05.07.2022]**  and shall be effective from at **Bengaluru** by and between:

**Homevista Decor and Furnishings Private Limited** having Karnataka GST (HO)No:29AADCH3844D1ZO, PAN AADCH3844D and its registered office at AWFIS, 3rd floor, Samrah Plaza, Shanthala Nagar, Ashok Nagar, St. Marks Road, Bengaluru - 560001 (hereinafter referred to as the “**Company” or “Homelane”**)

And

**Commas and Dots** having GSTIN Number **29AFQPS9254P3Z0** PAN No. **AFQPS9254P** and its registered office at **Q3, Diamond District, Old Airport Road, Bangalore 560008** (hereinafter referred to as “**Vendor**”)

Company and Vendor are hereinafter individually referred to as “Party” and collectively as “Parties”, as the case may be.

**RECITALS**

WHEREAS, Company is desirous to engage with Vendor for availing certain Services, the scope and details of which are comprehensively mentioned in **Annexure II** of this Agreement**.**

WHEREAS, Vendor has made representations with regard to the relevant expertise and capabilities that qualify their personnel to render the Services required by Company and is willing to render the said Services to Company.

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

1. **Scope of the Agreement**
   1. Subject to the terms and conditions of this Agreement, Vendor is willing to provide Content writing services and such other Services (“Services”) to Homelane, as described in **Annexure II**, for the term of this Agreement.
   2. The Company hereby appoints the Vendor to provide and perform such services as mentioned in Annexure-II and the Vendor hereby accepts the appointment to provide, perform and deliver the said Services, on a non-exclusive basis.
   3. Unless as otherwise mutually agreed between the Parties, in writing, the consideration for the Services provided by the Vendor (“Fees”) and the manner of such payment shall be according to the Order Form prescribed in **Annexure I** of the Agreement.
2. **General Service Terms**
   1. The payment criteria for the Services provided by the Vendor, is to be strictly construed with the applicable Order Form, prescribed in **Annexure I** of the Agreement. Any modification to the same shall be mutually decided and in writing. For any new Order Form, the Parties are required to enter into an amendment to this main service agreement. All such amendments have to be mutually decided in writing.

* 1. The Vendor shall inform the Company immediately, in writing, if for any reason it is unable or unlikely to fulfill the purposes for which the Agreement has been entered into or if there is any circumstances which arise that affect the working and function of the said Vendor. In such a case, the Company has the sole discretion to either continue or terminate the Agreement, along with the refund of the Fees paid, if any, by the Company.
  2. Vendor shall comply with applicable local, state, national and foreign laws in connection with its Services, including those laws related to data privacy, market communications, and the transmission of technical or personal data.
  3. The role of the Vendor shall be that of an Independent Consultant for delivery of Services as mutually agreed upon and prescribed in Annexure II of the Agreement. Under no circumstances can the Vendor claim itself as an employee or partner of the Company.

1. **Confidential Information.** 
   1. In view of the engagement under this Agreement, Vendor will receive information proprietary to Company, including but not limited to, Company’s business plans, Customer Data, sales kit (brochures, catalogues, training manuals, documents, etc.), technical and marketing information, furniture designs, interior designs, customer lists and related information, other vendors and pricing lists and policies as they may be developed by Company from time to time, and such other business information which is identified as “Confidential” or “Proprietary” or which the Vendor has reasons to believe is treated as confidential by the Company (“**Confidential Information**”).
   2. The Vendor understands and agrees that all Confidential Information disclosed by Company hereunder shall be maintained in confidence and shall not be disclosed to any Third Party or used for any purpose except as expressly permitted herein without the prior written consent of the Company. The Vendor shall take similar measures to prevent the disclosure and unauthorized use of Confidential Information of the Company, as it uses to protect its own confidential information, but in no event less than reasonable care. Nothing herein shall prevent Vendor from making reasonable and necessary disclosure of relevant Confidential Information to its affiliates, officers, employees, contractors and agents who have a need to know such information pursuant to their duties, provided that each party takes all reasonable precautions to prevent further disclosure or duplication of the Confidential Information.
   3. The confidentiality obligations set forth herein shall survive perpetually, regardless of expiry or earlier termination of this Agreement.
   4. Upon expiry or earlier termination of this Agreement, Vendor shall, at Company’s option, either promptly return all copies of the Confidential Information to the Company or destroy the same and certify destruction thereof.
2. **Data Protection.**
   1. Company shall own all rights, title and/or interest in and to all of the data and information including but not limited to employee details, business details etc. inserted or generated pursuant to the use of Services ("Company Data"). The Vendor shall uphold absolute confidentiality of any Company Data and shall use the Company Data only for the purpose of this Agreement and not otherwise in any case and in any form, completely or partially.
3. **Representations and Warranties.**
   1. The Vendor hereby represents and warrants to the Company, that:

* It has all the applicable licenses, permits, authorities and consents to provide Services under this Agreement.
* It is the lawful owner/proprietor of the Service Provider’s legal entityprovided thereof, and has the right and authority to provide such Services to the Company. This Agreement do not and will not conflict with the terms of any other agreement to which Vendor is a party
* The Services shall not violate, infringe or misappropriate any third party intellectual property or proprietary rights.
* The Services will be performed in a professional and workmanlike manner in accordance with industry standards for such Services.
* It shall comply with all applicable laws including data protection, labour laws and privacy laws to name a few.
* That there are no claims, judgments or settlements against or owed by Vendor relating to its Company, database or Service thereof.
* It shall provide a dedicated customer support service to the Company as per the requirement of the Services.
  1. The Company hereby represents that Company owns and operates [www.Homebliss.com] and all its digital assets and platforms.
  2. Vendor shall provide distinct scope of services to [www.homelane.com](http://www.homelane.com) and [www.homebliss.com](http://www.homebliss.com) as mentioned in the Annexure II.

1. **Indemnification**
   1. Each Party shall, at its own expense, indemnify, defend and hold harmless the other Party and its officers, directors, employees, representatives, agents, respective directors, and assigns from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys’ fees and expenses) any other loss that may occur, arising from or relating to:
      1. a breach, non-performance or inadequate performance by the Party of any clause of this Agreement or any of the Party’s undertakings, obligations or warranties under the Agreement; or
      2. the acts, errors, misrepresentations, willful misconduct or gross negligence of the Party, its employees, subcontractors and agents in performance of its obligations under the Agreement.
2. **Limitation of Liability.**
   1. To the extent possible by applicable law, Either party will not be liable to each other or any third-party claimant, for any indirect, special, punitive, consequential (including, without limitation, lost profits or lost data collected through the Services), or incidental damages, whether based on a claim or action of contract, warranty, negligence, strict liability, or other tort, breach of any statutory duty, indemnity or contribution, or otherwise, even if the possibility of such damages has been advised. The exclusion contained in this paragraph shall apply regardless of the failure of the exclusive remedy provided in the following paragraph.
   2. Excluding liability mentioned under indemnity, Parties and its contractors' total cumulative liability to the other Party or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed 50% of the Fees payable/paid by the Company to the Vendor under this Agreement.
3. **Proprietary and Intellectual Property Rights Notice**.
   1. For the purpose of this Agreement, the term "Intellectual Property" (IP) includes without limitation: (i) all copyrightable works, all copyrights and all Applications, registrations and renewals in connection therewith; (ii) all trademarks, service marks, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof, including all goodwill associated therewith and all Applications, registrations and renewals in connection therewith, (iii) all computer Software/ database (including data and related documentation), code, machine code, source code, related documentation, graphics, images, designs, logos, programs, layouts and specifications; (iv) all other proprietary rights belonging to the Parties, of whatsoever description whether or not protected and whether or not capable of protection, (v) all copies and tangible embodiments thereof regardless of form and medium, and (vi) any and all derivative works of the intellectual property of the Parties.
   2. The Parties acknowledge that the performance of the Services under this Agreement may / would result in discovery, creation or development of copyright, designs, processes, methods, techniques, improvements, strategies, data and/or other original works of authorship and other intellectual property rights, and the Parties agree and acknowledge that all rights, title and interest in and to the Intellectual Property upon the creation of the same, shall always fully and absolutely be owned by the Company during the subsistence of the Agreement and even after termination of this Agreement.
   3. The Vendor shall not modify or try to tweak any of the data and/or IP related information provided to it in lieu of the required Services, in any method possible.
   4. Vendor shall take all necessary steps to protect the intellectual property rights of Company and shall immediately notify Company if Vendor becomes aware that any person or entity is infringing or attempting to infringe such rights.
   5. Except as provided for in this Agreement, Vendor shall have no right to use or display the Trade Marks or to grant any rights to use or display the Trade Marks of Company, to any third party without the prior written agreement of Company.
4. **Non-Compete and Non-Solicit**
   1. The Vendor agrees that it shall not divulge to any third party during the term of this Agreement and for a period of 3 (three) years upon termination or early termination of the Agreement, any information whether written, oral, tangible or intangible or in any other form which comes within the knowledge under this Agreement.
   2. Vendor agrees that it will not, during the term of this Agreement and 5 (years) from the termination or expiration of this Agreement, directly or indirectly, solicit the existing and potential Customers of the Company or solicit services of (for employment, consulting or otherwise), accept the services of, or employ or engage any person who is now employed by the Company.
5. **Term and Termination.**
   1. This Agreement shall be effective from [01.07.2022], i.e. the Effective Date and shall survive for a period of 1 (One) year, with an option to extend it for additional period of 6 (six) months based on the business requirement of the Company and as mutually decided between the Parties in writing. The term shall be strictly adhered to unless terminated by either party in accordance with the provisions hereunder.
   2. The Vendor may terminate the Services only by giving valid reasons and with prior notice of 30 (thirty) days, in writing. If Company wishes to terminate this Agreement or Service, it may simply give a 7 (seven) days’ notice to stop the Services, without any liability. On termination or expiry of this Agreement, Vendor shall return or destroy, at the discretion of the Company, any and all Confidential Information provided by the Company to Vendor under this Agreement.
   3. The Company shall further, at its sole discretion, be entitled to terminate this Agreement immediately, if:

* Vendor commits a material breach of any of the terms and conditions of this Agreement and fails to remedy such breach within 7 (seven) working days of being informed of the breach by the Company.
* Vendor becomes disentitled in law to perform its obligations under this Agreement on the basis of an order of the statutory/regulatory authority applicable to itself or due to any variation in the ownership or management of the Vendor;
* The Company becomes aware of violation of inaccuracy of any representations made in this Agreement by the Vendor.
* The Vendor has involved itself in any fraudulent activities, or conducted gross negligence during the Term of Services, or if the standard of services provided is not as per the requirement as mutually decided i.e. deficiency in Services.

In such cases aforementioned, the Vendor shall deem to refund the Fees paid by the Company, on a pro-rata basis, of the remaining period that is unutilized from the Term of Services.

* 1. However, although this agreement may terminate between the Vendor and the Company, some provisions of this Agreement shall still be in effect and shall survive the termination of the Agreement, that includes, without limitation, warranty disclaimers, indemnity, limitation of liability, confidentiality, Dispute Resolution, Jurisdiction and proprietary rights.

1. **Miscellaneous**.
   1. Assignment and Transfers: Neither Party shall assign this Agreement without the other Party’s prior written consent. Notwithstanding the foregoing, Company may assign this Agreement to any affiliate of Company, or any successor to all or any material part of Company’s business, whether by merger or acquisition or otherwise, without Vendor’s prior consent.
   2. Notices: Any and all notices to be given under this Agreement by either party to the other may be affected by personal delivery in writing, by facsimile, or by mail, registered or certified, postage prepaid with return receipt requested.
   3. Severability: If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable, that provision shall be deleted and the remainder of this Agreement shall remain in full force and effect.
   4. Waiver: Waiver of any breach of this Agreement by either party shall be ineffective unless in writing signed by the party waiving compliance and shall not be considered a waiver of any other breach.
   5. Entire Agreement: This Agreement constitutes the complete and exclusive statement of the agreement between the parties. All previous representations and agreements, whether oral or written, regarding the subject matter of the Agreement are merged in this Agreement. This Agreement may be modified only by a writing signed by the parties.
   6. No Agency: The parties are independent contractors and nothing in this Agreement shall be construed to create an agency, joint venture, partnership, or other form of business association between the parties.
   7. Force Majeure: Neither party hereto shall be liable for failures and delays in performance due to strikes, lockouts, pandemics, fires, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with the laws of various states/countries, or with the orders of any governmental authorities, delays in transit or delivery on the part of transportation companies, failures of communication facilities, or any failure of sources of material. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party. In the event that the cause continues for more than 1 month, either party may terminate this Agreement by giving the other party immediate written notice.
   8. **Compliance with Anti-Corruption Laws**: Parties hereby warrants and represents to comply with all applicable laws in the performance of work or services, including but not limited to all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act, the Indian Prevention of Corruption Act and all other similar laws in any applicable jurisdiction (“Anti-Corruption Laws”). The Vendor further warrants, represents, covenants and agrees that, in connection with the performance of Services, if any, it shall not engage into an act of inducing such official, employee, political party or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, political party or candidate, or securing any improper advantage for obtaining/ maintaining business for the Company/HomeLane.
2. **Governing Law, Jurisdiction and Dispute Resolution**
   1. The Agreement shall be governed and construed in accordance with the laws of the Republic of India. Subject to Clause 12.2 below, jurisdiction for all disputes arising out of and in relation to the Agreement shall vest exclusively with the courts in Bengaluru, India.
   2. The Parties agree to attempt initially to solve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations. If the Parties are unable to settle the matter between themselves, the matter shall thereafter be resolved by alternative dispute resolution, starting with mediation and including, if necessary, a final and binding arbitration. While proceeding with arbitration proceedings, either Party shall give to the other notice, in writing, of such dispute or difference and the same shall be settled by arbitration in Bengaluru, in accordance with the Arbitration and Conciliation Act persisting in INDIA or any statutory modification or substitution thereof.

[**Signature page follows**]

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.**

|  |  |  |
| --- | --- | --- |
| Signed and delivered for and on behalf of  **Udit Mediratta**  **Homevista Décor & Furnishings Pvt. Ltd.**  *Authorised signatory*  Title: Chief Marketing Officer  Email: [.] |  | Signed and delivered for and on behalf of  **Usha Sunil**  **Commas and Dots**  *Authorised signatory*  Title: Proprietor  Email: [.] |

# Annexure I

# Order Form

|  |  |
| --- | --- |
| Effective Date | 13.05.2022 |
| Initial Term (months) | 6 |
| Total Fee(per word) | INR 3.80 |
| Payment Terms | After the deliverables are met |
|  |  |

**Terms and Conditions**

1. The Company named above hereby avails such Services as prescribed in Annexure II below, from  **Commas and Dots** (Vendor), and on payment terms mentioned in the Order Form.
2. The scope of services of the Vendor shall be distinctive as per the requirement and topics shared for such content for HomeLane.com and Homebliss.com respectively.
3. The pricing in this Order Form is exclusive of GST and such other taxes, as applicable.
4. The Company will be billed, post the deliverables are met and invoices must be paid within 30 (thirty) days from the date of receipt of valid invoice under GST.
5. Vendor shall raise invoice containing the requisite information as be prescribed under the GST Act and Rules, and as amended from time to time. The billing address to be mentioned in the invoice shall be that of the Company’s address set out above. Further, the payment for such invoices will be made by the Company only after claiming the benefit input tax credit as reflected under GSTR2A. In case of any delay or default on part of Vendor to transfer the input tax credit to the Company, same shall be adjusted by the Company in the subsequent invoices. In the event that there are no further invoices against which such amounts of input tax credit are to be adjusted, the Company shall raise an invoice for recovery of such input tax credit to Vendor and Vendor shall make payment of such invoice within 7 (seven) days of receipt of the invoice.
6. The Company shall claim the credit for the invoice issued as per the applicable GST laws. In event of denial of input tax credit to the Company on the account of any non-payment of taxes or non-compliance by Vendor with the GST laws, the Company shall be entitled to recover from Vendor the amount of tax credit as mentioned on the respective invoice.
7. With regard to any new/ additional taxes that may be imposed by statutory/ regulatory authorities hereinafter and payable in relation to the Services rendered under this Agreement, each Party shall bear and pay such taxes as such Party is legally required to bear and pay.

Agreed and Signed



By Commas and Dots By Homevista Décor & Furnishings Pvt. Ltd.

**Name:** Usha Sunil **Name:** [Udit Mediratta]

**Designation:** Proprietor **Designation:** Chief Marketing Officer

# Annexure II: Services

# The scope of the Services provided by the Vendor includes the following:

* Writing blog posts for the HomeLane.com Blog as per the schedule mentioned below :-

|  |  |
| --- | --- |
| Charges per word | INR 3.80 +GST |
| Number of Blog posts per month | 30 |

* Writing blog posts for the Homebliss.com Blog as per the schedule mentioned below:-

|  |  |
| --- | --- |
| Charges per word | INR 3.80 +GST |
| Number of Blog posts per month | Based on requirement |

* The TAT would continue to be as the one being followed by the vendor currently. However, in certain situations the services need to be provided on priority to HomeLane or Homebliss as per the requirement.
* Mode of payment: Bank Transfer to the Vendors account as mentioned below :-

|  |  |
| --- | --- |
| Name | Commas and Dots |
| Account Number | 50200032303714 |
| Bank Name | HDFC |
| IFSC Code | HDFC0000832 |

* Date of Payment: The Company shall release the payment within 30 days of raising the invoice by the Vendor.

Agreed and Signed



By \_\_\_\_\_\_\_\_\_\_\_\_\_ By Homevista Décor & Furnishings Pvt. Ltd.

**Name:** Usha Sunil **Name:** Udit Mediratta

**Designation:** Proprietor **Designation:** Chief Marketing Officer