

DISTRIBUTION AGREEMENT ("Agreement")

This Click-Wrap Distribution Agreement ("Agreement") is a legal contract between you (hereinafter referred to as "You", "Your", or "**Jeweller**" which expression unless repugnant to its context shall deem to mean and include its successors, assigns, affiliates, and related entities) and **UMBO IDTech Private Limited**, a Private Limited Company incorporated under the laws of India, having its registered office at 601, Aryston Centre, Opp JW Marriott, Juhu Tara Road, Juhu, Mumbai – 400 049, India (henceforth referred to as "**UIDT**" which expression unless repugnant to its context shall deem to mean and include its successors, assigns, affiliates, and related entities).

BE SURE TO CAREFULLY READ AND UNDERSTAND ALL OF THE RIGHTS AND RESTRICTIONS DESCRIBED IN THIS AGREEMENT. BY CLICKING ON I ACCEPT, YOU INDICATE YOUR PERSONAL ACCEPTANCE TO THE AGREEMENT AND YOUR CONCURRENCE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

UIDT and the Jeweller may be individually referred to as a "**Party**" and collectively as "**Parties**"

WHEREAS:

- A. UIDT is an Insur tech organization whereby it helps other companies to create an opportunity to offer valued Wellness solutions to their partners. UIDT also offers various benefit packages to potential participants through its appointed distributors.
- B. WHEREAS the Jeweler is a prominent retailer in the jewellery sector and a registered member of the Indian Bullion Jewellers Association Ltd (IBJA) via Capier Technologies Private Limited (Capier) and wishes to distribute UIDT's products to its customers.
- C. The Jeweler desires to assist UIDT in the areas as mentioned in this Agreement; and
- D. UIDT desires to engage the Jeweller to distribute its products upon the terms and conditions set forth herein.
- E. In pursuance of the said understanding, the Parties are now desirous of executing this Distribution Agreement outlining the terms and conditions governing the arrangement hereinafter appearing.

IT IS HEREBY AGREED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

The following expressions shall wherever used in this Agreement have the meaning as ascribed below:

- 1.1** 'Intellectual Property Rights' shall mean any and all present, contingent and future intellectual and industrial property rights of each Party, including, patents, copyrights, registered and unregistered design rights, trademarks, trade secrets, know-how, layout designs, database rights, and all others similar or corresponding proprietary rights, whether registered or unregistered, and all applications for the same, anywhere in the world and all rights of whatever nature in computer programs, firmware, micro-code and other computer software and data, and all intangible rights and privileges of a nature similar to any of the

foregoing.

1.2 'Laws and Legal Requirements' shall mean:

- a) any laws, legislations, statutes, principles of equity and regulatory requirements, whether national, Central, State, local or otherwise, in any applicable jurisdictions from time to time;
- b) all conditions, regulations, judgements, injunctions, acts, directives, orders, policies, restrictions, guidelines, quality of service standards, codes of practices, byelaws, prohibitions, or measures of any kind on the part of any court, governmental, parliamentary, regulatory, or other competent authority in any applicable jurisdictions from time to time; and
- c) any permits and licenses, applicable or necessary for the performance of an activity or undertaking in any applicable jurisdiction from time to time.

2. SCOPE OF THE PARTNERSHIP

UIDT shall offer wellness products using the platform as per the Master Distribution Agreement entered between UIDT, Capiyer and IBJA dated (...) against which the Jeweller (registered as a member with IBJA) shall get the distribution fees for the number of products sold through the website.

Product Name: Jewellery Protection Plan

Refer to Annexure A for detailed product information.

The following terms and conditions agreed upon by the Parties for this product:

i. Real time confirmation and Reconciliation:

UIDT and Jeweller shall establish a real-time confirmation issuance process based on the consumption, which includes fortnightly reconciliation.

ii. Distribution Fee Liability:

UIDT shall not be obligated to pay any charges beyond the agreed upon distribution fees, under any circumstances.

iii. Billing and Payment:

- The Jeweller shall issue invoices in accordance with the terms and conditions defined in this Agreement and submit a copy of the same to UIDT.
- UIDT agrees to process all undisputed invoices within ten (10) working days on receipt of such an invoice, subject to verification of distributed product details and deduction of all applicable statutory deductions and taxes applicable.

iv. Issuance of Product:

The issuance of product shall be conducted solely by UIDT based on its internal guidelines. Under no circumstances the Jeweller shall be responsible for issuing the product to its customers.

v. Product Servicing Responsibility:

As the product owner, UIDT shall be solely responsible for servicing the customers and addressing all claims related to customers' servicing. The Jeweller's role is limited to providing the products via IBA's platform for distribution in exchange for a distribution fee.

vi. KYC documentation:

Pursuant to the Master Distribution Agreement executed between IBA, UIDT, and Capier, Capier shall bear exclusive responsibility for completing the onboarding of Jewellers. The Jeweller shall provide KYC documentation to Capier and UIDT will process the Jeweller's invoices, subject to the verification of the Jeweller's KYC documentation.

UIDT agrees to process all undisputed invoices within ten (10) working days of receipt of the invoice, subject to the verification of Jeweller's KYC documentation, the distributed product details, and the deduction of all applicable statutory taxes and deductions.

vii. Compliance with Applicable Laws:

UIDT shall ensure full compliance with all its Applicable Laws and regulations concerning distribution of the product by the Jewellers as required from time to time.

3. COMMERCIAL ARRANGEMENT

- 3.1** The distribution fees agreed upon by the Parties are detailed in Annexure A, unless otherwise modified through a written request by the Jeweller.
- 3.2** Each Party shall be responsible for the payment of all applicable taxes and cess in accordance with their respective obligations under prevailing laws and legal requirements.

4. REPRESENTATIONS AND WARRANTIES

4.1 UIDT represents and warrants that:

- a) it is a valid existing entity under the Applicable Laws of India.
- b) it has the authority to enter into and the performance of its obligations under this Agreement and shall not violate any law or regulatory or court order.
- c) it has obtained the requisite authorization and permits required for carrying on its business and performing the services and the same are in full force and effect.
- d) it shall not engage in any action that may lead to defamation of the Jeweller or any of its directors, officers, or employees.
- e) it shall manage this comprehensive product through its various service providers and will solely be responsible to provide services through its members of this product.

4.2 The Jeweller shall disclose to UIDT all the facts, circumstances, and information, documented or otherwise, in their possession, which have a bearing on the issues involved in this Agreement. The Jeweller shall instruct UIDT for any such changes in a timely and a complete

manner.

5. CONFIDENTIAL INFORMATION AND DISCLOSURES

5.1 "Confidential Information" for the purpose of this Agreement shall mean any and all information, documents, materials, trade-secrets, know-how and/ or software (whether or not designated as Confidential information by such Party), represented in tangible or electronic or any other form ("Data") relating to:

- a) such Party, its employees, suppliers, affairs, operations, business methods or work systems; and/or
- b) any business relationship, arrangement, contract, or transaction between the Parties (including this Agreement), whether or not such information belongs to such Party or to a third party, which is provided or communicated by such Party to the other Party or obtained by the other Party prior to, pursuant to, by virtue of, or in the course of negotiating or performing this Agreement.
- c) Confidential information of the Parties' Affiliates

5.2 The term "Confidential Information" does not include information which:

- a) becomes generally available to the public other than as a result of disclosure by Recipient in breach of this Agreement;
- b) was available to Recipient on a non-confidential basis as shown in written records from a source other than the Disclosing Party, prior to its disclosure to Recipient by Disclosing Party and such other Disclosing Party is not bound by a Non-Disclosure agreement or is not otherwise prohibited from transferring the information to Recipient by a contractual, legal, or fiduciary obligation; or
- c) independently developed by Recipient without any use of or benefit from Confidential Information and such independent development can be documented by Recipient with written records.

5.3 No announcement or circular in connection with the subject matter of this Agreement shall be made or issued by or on behalf of either Party other than:

- a) as required by law; and/ or
- b) to any Authority to which any of the Parties is subject, without the prior written consent of the Party to which such Confidential Information belongs provided, it shall consult with the disclosing Party as to the contents of any such announcement and take into account all reasonable request of the disclosing Party relating thereto.

5.4 The Confidential Information referred to herein shall be exchanged between the Parties in the mode of exchange as may be mutually agreed between them. Additionally, the Confidential Information shall be disclosed to any employees/personnel of the Parties:

- a) Only for the purpose of discharging obligations hereunder; and
- b) Only on a need-to-know basis.

5.5 The obligations of confidentiality contained herein shall survive for a period of 2 years after the termination of this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All the rights, title and interests in any Intellectual Property created prior to Effective Date shall belong to and shall at all times continue to belong solely to the Party that has owned it prior to the Effective Date, excluding any intellectual Property developed by the Parties mutually in the course of this engagement, which shall at all times belong to UIDT.

6.2 The Jeweler shall not gain by virtue of this Agreement any rights in or ownership of the Intellectual Property owned by UIDT. All the Parties further acknowledges that unauthorized use or disclosure of Confidential information or the Intellectual Property shall entitle other Party, without waiving any other rights or remedies, to (i) terminate this Agreement; or (ii) such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

7. TERM AND TERMINATION

7.1 This Agreement shall continue in full force and effect till the time Master Distribution Agreement is in place, or unless terminated in accordance with the provisions of this Agreement.

7.2 This Agreement shall terminate on occurrence of following events:

- a) Immediately upon presentation of a petition for winding up of either Party or when a liquidator or receiver is appointed for either Party's properties or assets or when any resolution is passed, or decision is taken by either Party to wind up itself.
- b) immediately upon the service of a notice of termination on the breaching Party by the non-breaching Party, after the breaching Party has been informed in writing of a breach by it of this Agreement and the breaching Party has been given 30 (thirty) days to rectify the breach and it has failed to rectify the breach or where a show cause notice was served upon the breaching Party and the breaching Party has failed to explain the same satisfactorily or has accepted the charges mentioned in the show cause notice

8. CONSEQUENCES OF TERMINATION

8.1 Upon termination of this Agreement both the Parties shall forthwith cease to use Data/ Confidential Information and Intellectual Property of the other Party for any purpose whatsoever.

8.2 The Parties shall return/ destroy all materials in relation thereto, including copies thereof including all the digital, electronic, or physical copies.

9. INDEMNIFICATION

Either Party indemnifies the other Party from and against all claims, demands, causes of action, judgments, notices, proceedings, litigations, penalties, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) that may allegedly arise out of, in whole or in part from:

9.1 breach of any representation, warranty or covenant contained in this Agreement;

9.2 any negligence, misconduct, error, act, or omission by the indemnifying Party;

- 9.3 claims made by any statutory authority for non-compliance by the indemnifying Party;
- 9.4 the indemnifying Party's failure to comply with any Central, State, or local (or equivalent jurisdiction) Laws.

The provisions of this Clause shall survive for a period of 2 (two) years after termination of the Agreement.

10. PRIVACY AND DATA PROTECTION

The Parties agree to comply with any and all applicable data protection or privacy laws or regulations ("Data Protection Laws"). Each Party will provide any required notices to and obtain any required consents from data subjects under Data Protection Laws prior to disclosing personal data to the other Party. The other Party will maintain and use such personal data in accordance with its privacy policy, which will comply with Data Protection Laws. Any personal data or information shall be flowing to the Insurance Company through UIDT only and UIDT reserves no right to use or disclose any personal information to any third party.

11. LIMITATION OF LIABILITY

Unless otherwise expressly stated in this Agreement, and whether or not Parties have been advised of the possibility of such loss, then each Party shall not be liable in contract, tort (including but not limited to warranty, or strict liability) or otherwise for a) indirect, special, incidental, exemplary, or consequential loss or damages; (b) loss of revenue, profits, business or goodwill; (c) loss of availability; or (d) damage to, loss of corruption of data, however caused, which arises out of or in connection with this Agreement. In no event shall either Party's liability under this Agreement exceeds the amount of distribution fees paid/ payable by Riskcovry under this Agreement during the 6 (six) months immediately preceding the date of the event giving rise to such claim (such amount being intended as a cumulative cap and not per incident). The aforesaid limitation shall not be applicable in case of fraud, mala-fide intention to use the product by the Retail Jeweler as mentioned in the Agreement.

12. WHISTLE BLOWER POLICY

UIDT acknowledges that pursuant to Section 177 under Companies Act, 2013 and Section 17 under Indian Whistleblowing Protection Act, 2014, an individual cannot be held criminally or civilly liable under any trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Any such misguided disclosures made by an individual shall be punished for his malafide or knowingly false/wrong reporting.

13. DISPUTE BETWEEN PARTIES

- 13.1 Any and all disputes or differences between the Parties arising out of or in connection with this Agreement, its performance or interpretation of any of the provisions hereof ("Dispute"), shall, so far as it is possible, be settled amicably between them.
- 13.2 If the Parties fail to reach an amicable settlement, the Dispute shall be submitted to arbitration at the request of either of them upon written notice to that effect to the other and

such arbitration shall be conducted in accordance with the provisions of applicable Arbitration laws in India, by a sole arbitrator mutually decided.

- 13.3** The place of arbitration shall be Mumbai, Maharashtra. The arbitral procedure shall be conducted in the English language.
- 13.4** The Parties agree that the award of the arbitrators shall be final and binding upon them and that none of them shall be entitled to commence or maintain any action in a court of law upon any matter in dispute arising from or in relation to this Agreement, except for the enforcement of an arbitral award granted pursuant to above Clause, or to the extent permitted under law.
- 13.5** During the period of submission to arbitration and thereafter until the granting of the award, each party shall, except in the event of termination of this assignment, continue to perform all its obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 13.6** Neither the Parties to arbitration nor the members of the arbitration panel shall disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the remaining Parties.
- 13.7** The provisions contained in this Clause shall survive the termination and/or expiration of this Agreement.

14. GOVERNING LAW AND JURISDICTION

- 14.1** This Agreement is construed and given effect to in accordance with the laws of India.
- 14.2** Subject to Clause 13 (Dispute Between Parties), the courts of Mumbai will have exclusive jurisdiction in respect of any claim or dispute between the Parties in connection with or arising out of this Agreement including any dispute as to the existence or validity hereof.

15. ENTIRETY OF AGREEMENT

This Agreement together with its Schedules (if any) sets forth the entire Agreement and understanding between the Parties with respect to the subject matter hereof and merges all discussions and negotiations between them and expresses the complete, exclusive, and final understanding between the Parties with regard to the subject matter contemplated herein.

16. SEVERABILITY

If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and the Parties further agree to substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision.

17. AMENDMENT

The Parties hereof may amend, change, vary, modify any of the terms and conditions of this Agreement provided such amendment or change is mutually agreed to by the Parties in writing, and signed by the signatories hereof or the authorized representative(s) of both the Parties. The said writing shall form integral part of this Agreement and shall be binding on both

the Parties.

Annexure A

Product name: Jewellery Protection Plan

Product Features: Wellness service + Complimentary Insurance coverage

Retail Jeweller's distribution fees for a minimum invoice ranging from INR 1,000/- to INR 25 lakhs to be mutually agreed by the Parties from time to time and as reflected in the invoice.

<u>Product Features</u>	
Wellness Coverage	Teleconsultation (General Physician only)
Insurance Coverage	Cover against loss, destruction, or damage, by fire, riot and strike, theft, burglary, accident, any of which arising, from any fortuitous cause and Loss from above all perils while in transit within India.
	Terrorism
	Subject to policy terms, conditions, and exclusions
	Limit of Liability - Max invoice value up to 25 lacs would be covered 1,000 < SI < 2,500,000
	Asset Covered - All Types of Brand-new Jewellery withdrawn from Shops