

SUBSCRIPTION AGREEMENT

This Subscription Agreement ("Agreement") sets out the terms and conditions governing the subscription and use of the retail space and related services offered by REETH, a retail concept store operated by MyraKatha ("REETH" or "Service Provider"), to the person, entity, brand, artisan, entrepreneur, craftsman or business subscribing to such services ("Subscriber").

WHEREAS:

1. Reeth is owning a business model "retail as a service" where Reeth as a platform will act as a facilitator to provide the designated space for display of the Products of the subscriber and will provide the support in providing visibility of the subscriber to the customer and help in sales of subscriber's Products. It is a shared retail environment.
2. Subscriber is a craftsman/entrepreneur and owns brand named as " " which is into making/manufacturing, distribution, sourcing and sale of Products and is interested in taking the subscription of Reeth to use this model for its growth.
3. Pursuant to discussions and in consideration of the mutual promises, conditions, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

1. ELECTRONIC ACCEPTANCE

- a) This Agreement is made available electronically through the REETH platform/server and is intended to be accepted electronically by the Subscriber.
- b) By clicking, selecting or otherwise indicating "**I Agree**", "**Accept**", "**Confirm**" or any similar acceptance mechanism, or by proceeding with the subscription or availing the services after being provided access to this Agreement, the Subscriber acknowledges that it has read, understood and agreed to be legally bound by all the terms and conditions of this Agreement.
- c) The Subscriber acknowledges that this Agreement is provided in a standard form and is accepted **as presented and without alteration**, unless any specific variation is expressly agreed to in writing by REETH.
- d) Electronic acceptance of this Agreement shall constitute the Subscriber's valid and binding acceptance and execution of this Agreement. No physical signature shall be required unless otherwise determined by REETH or required under applicable law.
- e) The electronic record of acceptance, including the date, time, user/account details and other relevant records maintained by REETH or its service providers, may be relied upon as evidence of the Subscriber's acceptance of this Agreement, subject to applicable law.

2. DEFINITION

- a) Agreement: this subscription agreement together with all schedules, annexures, amendments, policies, operational manuals, subscription confirmation and terms (SCT) documents, and future modifications issued by Reeth.
- b) Business: facilitating the subscribers brand by providing space for display and support in marketing and other operational work related to the selling of Products.
- c) Customer: purchaser of Products through the Reeth Platform.
- d) Designated space : Space assigned to the subscriber, on subscription basis where there is no transfer of control, to use it for display and sell of goods.
- e) Premises : area used by Reeth to run its business
- f) Products: items of subscribers approved by Reeth for display and sale.
- g) Reeth's property: all the items/fixtures on the Premises other than the Products
- h) Store: any retail outlet managed directly or indirectly by Reeth or under the Reeth Brand.
- i) Subscription Plan: commercial package selected by the subscriber that ascertains the retail space, level of services, market support, logistics and related benefits.
- j) Warehouse: any storage facility operated or approved by Reeth.

3. INTERPRETATION

- 3.1 Headings are for convenience only and shall not affect interpretation.
- 3.2 Words importing the singular include the plural and vice versa.
- 3.3 References to any statute shall include amendments, re-enactments, and subordinate legislation.
- 3.4 Any reference to one gender includes all genders.
- 3.5 References to schedules, annexures, manuals, policies, and guidelines shall form an integral part of this Agreement.
- 3.6 In case of inconsistency, the following order of precedence shall apply:
 - a) This Agreement
 - b) Executed Commercial Schedule/SCT
 - c) Subscription Plan
 - d) Subscriber Policy
 - e) Store Operations Manual
 - f) Standard Operating Procedures
 - g) Operational Circulars issued by Reeth

4. OBJECTIVE

Reeth is a shared retail environment which provides unified multi brand experience to the customers. It grants the Subscriber a limited, non-exclusive, revocable right to use a designated space within the Reeth's premises for the purpose of displaying, promoting, and selling retail merchandise on a subscription basis. There will be no independent shop in shop concept.

5. DESCRIPTION OF SUBSCRIPTION MODEL

As discussed, and agreed by the Parties hereto, the detail description of the subscription model provided to the Subscriber at use the facilities offered by Reeth is as detailed in SCT.

- 5.1 Type of Subscription model
- 5.2 Type of Designated space provided for Business purpose.
- 5.3 Common facilities will include common areas, washrooms, security, footfall access and utilities.

6. NATURE OF ARRANGEMENT

- 6.1 This agreement amongst the Parties is solely on subscription basis retail as a service model where ownership of Business lies solely with Reeth. Also, this agreement does not create any kind of ownership or possessory rights, in any manner, with respect to Premises and Reeth's property or Business in favour of the Subscriber.
- 6.2 Reeth is providing a non-transferable, non-exclusive and revocable right to the Subscriber to participate in the Reeth Platform where it will provide a retail space to the Subscriber to keep, display and sell its products with limited rights.
- 6.3 Non-exclusivity
 - a) Reeth retains solely and exclusively full control, supervision, management and operative rights on the premises and the business. It does not provide any kind of rights to the Subscriber to object, obstruct, restrict or interfere with the management and operation of the premises and the business.
 - b) Reeth may onboard multiple Subscriber within the same product category, provided such participation supports customer choice and business growth.
 - c) The Subscriber acknowledges that participation in the Reeth Platform does not grant exclusivity unless specifically agreed in writing.
 - d) Reeth reserves the right to determine the number, category, and placement of Subscribers within its stores and digital channels, if applicable.
- 6.4 This Agreement amongst the Parties does not create a franchise relationship, joint venture, employer-employee relationship, partnership, agency (excluding where explicitly mentioned) or any kind of transfer of ownership in the business of Reeth, its store, systems or intellectual property.
- 6.5 Unless otherwise agreed in writing, the Subscriber retains ownership of its Products until sold to the end customer.
- 6.6 Reeth provides access to retail infrastructure and associated business services and is not purchasing the Subscriber's inventory except where separately agreed.
- 6.7 Reeth may facilitate sales through physical stores, online platforms, exhibitions, pop-up stores, partner channels, and future business formats introduced during the Term.
- 6.8 The Subscriber shall not represent itself as an owner, employee, franchisee, partner, or agent of Reeth except as expressly authorized.
- 6.9 The Subscriber shall not offer, advertise, display or sell the same /similar products at a price lower than the agreed selling price at REETH through any other physical store, online platform, exhibition, event or direct channel during the subscription period, unless prior written approval is obtained from REETH.

7. TERM

- 7.1 This Agreement shall become effective and be valid as defined in the SCT. The agreement will be auto-renewed if none of the party terminates the agreement by giving advance written notice of thirty (30) days.
- 7.2 The Parties shall not be entitled to terminate this Agreement during the period of 3 (three) Months from the Commencement Date ("Lock-In-Period") except in the case of Force majeure. In the event, Subscriber terminating the agreement during the lock-in period then the Subscriber shall be liable to pay the Reeth subscription charges in full for the remainder of the Lock-in-period.
- 7.3 Operational activation of the Subscriber shall occur only after completion of onboarding, execution of the Commercial Schedule, payment of applicable fees, and satisfaction of all pre-activation requirements specified by Reeth.

8. SUBSCRIPTION MODEL

- 8.1 The Subscriber shall participate under a Subscription Plan selected from those offered by Reeth.
- 8.2 The applicable Subscription Plan, fees, inclusions, exclusions, billing cycle, and renewal terms shall be set out in the Commercial Schedule executed between the Parties.
- 8.3 Reeth may revise subscription offerings from time to time. Existing subscribed services shall continue for the remainder of the applicable subscription period unless otherwise agreed.
- 8.4 Additional services requested by the Subscriber shall be charged according to Reeth's prevailing fee schedule.
- 8.5 No Subscriber shall acquire any tenancy, leasehold, ownership, or possessory rights over the allocated display space by virtue of this Agreement.

9. FEES AND PAYMENTS

- 9.1 In consideration of the Services provided by Reeth to Subscriber, Subscriber shall, as and by way of monthly/half yearly and annual consideration, pay Reeth, the fees in accordance with SCT hereto. These fees shall be exclusive of any and all the taxes.
- 9.2 Subscriber must pay one time set-up fee at the time of entering into the agreement. This amount shall be non-refundable once paid to the Reeth.
- 9.3 Raising and clearance of invoice should be done as per SCT.
- 9.4 In case of disputed invoice, Subscriber shall intimate the concern to the Reeth's finance team within five (5) working days in writing and same shall be tried to resolve by Reeth within fifteen (15) days of date of raising of concern by the Subscriber. Failing in arriving at common ground, the parties can take suitable legal action.
- 9.5 As per the arrangement between the Parties, Reeth shall be liable to take the revenue share at the rate as agreed amongst the Parties and as specified in SCT. Reeth shall raise the invoice for the same as per clause 8.3 of the agreement.
- 9.6 Subscriber shall bear the taxes like GST and other applicable taxes.
- 9.7 In case of delayed/defaulted payments by the Subscriber may attract the penalty @ 1% per day for late fees and/along with suspension of sub-lease.
- 9.8 Each Party shall indemnify the other for losses arising from its own failure to comply with applicable tax laws, to the extent permitted by law.

10. PERMITTED ACTIVITIES

- 10.1 Subscriber shall be allowed to use the premise for the purpose of display of retail selling of its goods only from the designated space.
- 10.2 Subscriber is allowed only to display and sell approved retail merchandise from the designated space of the premises which has been approved by the Reeth. Approval for the goods should be discussed and done in advance in writing.

- 10.3 Subscriber shall not be allowed to display or sell the counterfeited, prohibited, hazardous or illegal goods from the designated space of the premises, in any manner or through any means. In case, Subscriber has been found indulged in display or selling of such goods, Reeth shall have all the rights along with the legal rights available to terminate the agreement with immediate effect without any notice and to recover the losses for the damage of reputation and business from the Subscriber.
- 10.4 Subscriber should inform in advance of at least five (5) working days in writing about the change in product category or catalogue of the product to the Reeth.
- 10.5 Subscriber shall have no control of possessory rights on space and on the Reeth's business and property.
- 10.6 Subscriber shall not mention Reeth as an additional place of business anywhere without Reeth's prior written permission.
- 10.7 Subscriber shall be liable to control and manage the inventory. They will be solely liable for their inventory, however Reeth shall provide the security and support in managing their inventory.
- 10.8 Subscriber shall not be liable to put or display their separate shop board anywhere at Reeth Store.

11. COMPLIANCES & LICENSES

11.1 Subscriber shall be liable to have following licenses & approvals:

- a. GST, if applicable
- b. Product specific approvals, if any
- c. Product description
- d. Bank account details

11.2 Any violation or breach of this compliance or in procurement of license may lead to immediate termination of this arrangement.

12. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 12.1 The Parties agree that each party shall have right(s) over the intellectual property belonging to that Party and either party shall not use any part or whole of any Intellectual Property of the other party in any manner unless the other party shall give the written approval for such usage.
- 12.2 The Subscriber grants Reeth a non-exclusive, royalty-free, revocable licence during the Term to use the Subscriber's trademarks, product images, logos, and promotional materials solely for the purposes of marketing, displaying, promoting, and selling the Subscriber's Products through the Reeth Platform.
- 12.3 The Subscriber shall not use the Reeth name, logo, branding, or marketing materials except as expressly authorised in writing.
- 12.4 The Subscriber warrants that its Products do not infringe any third-party intellectual property rights and shall promptly address any infringement claims relating to its Products.
- 12.5 In the event of this Agreement being prematurely terminated, the Parties shall immediately cease to use of such intellectual property and shall immediately return the same to the Other Party.

13. CONFIDENTIALITY AND PRIVACY

- 13.1 Parties mutually agree to maintain confidentiality of all Confidential Information provided under this agreement.
- 13.2 Parties shall be permitted to use the Confidential Information only for exercising rights granted under this Agreement. Receiving Party shall not use the Confidential Information for any other purpose without the disclosing party's written permission.
- 13.3 Receiving Party shall implement adequate security measures for maintaining secrecy of Confidential Information of disclosing party. Such measures shall not be less than the measures taken by them to safeguard its own Confidential Information of the like nature.
- 13.4 Each Party hereby agrees that this Agreement or the contents thereof shall not be disclosed by either Party to any third party without the prior written consent of the other Party.
- 13.5 Provided however that nothing contained hereinabove, shall apply to any disclosure by either Party of any information received from the other Party if:
 - a) Such disclosure is required by applicable Law or requested by Governmental Authority;
 - b) Such information is available in the public domain, other than by a breach of the Agreement by the party seeking to make such disclosure;
 - c) Such information is made available to the Reeth and advisors of either Party; or
 - d) Such information is disclosed by a Party with the prior written consent of the other Party. Provided the disclosure is made strictly in accordance with such written consent.
- 13.6 Each Party shall at all times maintain secrecy and shall keep confidential (and procure that its members, directors, employees and agents shall keep confidential) the materials, details regarding the services and all other information and documents which it may acquire in connection with or which may be in its custody during the course of providing the Services hereunder and shall not use or disclose such information in an unauthorized manner. The obligation on the part of the Parties contained above shall continue for the Term of this Agreement.
- 13.7 Each Party shall comply with applicable data protection and privacy laws in relation to any personal data processed under this Agreement.
- 13.8 Customer information shared between the Parties shall be used only for legitimate business purposes connected with this Agreement and shall not be sold, disclosed, or misused.
- 13.9 Each Party shall implement reasonable administrative, technical, and organisational safeguards to protect confidential business information and personal data.
- 13.10 The provisions relating to intellectual property and confidentiality shall survive the termination of this Agreement.

14. REPRESENTATIONS AND WARRANTIES

14.1 Mutual Representations

Each Party represents and warrants that:

- a) It is duly incorporated or legally constituted and validly existing under the applicable laws.
- b) It has full legal authority to execute and perform this Agreement.

- c) The execution of this Agreement does not violate any law, court order, contractual obligation, or internal governance document applicable to that Party.
- d) This Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms.

13.2 Subscriber Warranties

The Subscriber further represents and warrants that:

- a) It is the lawful owner of, or has valid rights to sell, all Products supplied through the Reeth Platform.
- b) All Products comply with Applicable Laws and industry standards.
- c) Product descriptions, pricing, specifications, certifications, and claims are accurate and complete.
- d) Products do not infringe the intellectual property or other proprietary rights of any third party.
- e) All statutory licences, approvals, and registrations required for the Products are valid and shall remain valid throughout the Term.

15. INDEMNITY & LIMITATION OF LIABILITY

- 15.1 Subscriber shall defend, indemnify and hold harmless Reeth, including Affiliates and each of their respective officers, partners, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement including but not limited to consumer claims, regulatory penalties and product liability, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement. This indemnification obligation shall survive termination or expiration of this agreement.
- 15.2 Reeth shall not be liable or held liable for loss of sales, profits or inventory, business interruptions, force majeure events, misrepresentation of product by the Subscriber or act of authorities or third parties in any manner.
- 15.3 Reeth shall indemnify the Subscriber against direct losses arising solely from Reeth's gross negligence, fraud, or wilful misconduct in performing its obligations under this Agreement.
- 15.4 In any case, the maximum liability of Reeth shall not exceed the subscription or revenue share invoice amount of last one month, whichever is less, which has been paid to the Reeth by the Subscriber. OR
To the maximum extent permitted by law, each Party's aggregate liability under this Agreement shall not exceed the total subscription fees paid by the Subscriber to Reeth during the twelve (12) months immediately preceding the event giving rise to the claim.

16. TERM & TERMINATION

- 16.1 Each Party may immediately terminate this Agreement if the other Party is in breach of any of its obligations hereunder including but not limited to sale of prohibited goods, non-payment or reputational harm and fails to correct the breach within 15 (fifteen) days following written notice specifying the breach.
- 16.2 Further, Reeth can terminate this agreement with or without any reason by giving 1 (one) month notice to the other party in writing after the lock in period
- 16.3 Upon the termination of this Agreement: (i) Reeth shall forthwith stop providing Services; (ii) Subscriber shall pay Reeth all amounts/reimburse expenses incurred up to the date of termination for the completed services (which include interim Deliverables) along with one time termination fee as per this Agreement; (iii) Reeth must surrender or return to Subscriber any Product of Subscriber which is at Reeth store.
- 16.4 Any provisions of this Agreement, which by their nature are meant to survive the termination of this Agreement or are specified as such, shall continue to be binding, notwithstanding such termination.
- 16.5 In case, the validity of either document, Agreement, Subscription terms and conditions (SCT) or work order, ends than the document with term validity will supersede for term clause provided the other clauses of the Agreement will have effect for the extending term except those which has been specifically defined in the document.
- 16.6 At the time of termination of agreement, Subscriber shall be liable to pay one time termination fee to Reeth as per SCT. Non-payment of the same will make Reeth eligible to forfeit their Products along with the legal remedies available.
- 16.7 Reeth may suspend the Subscriber's participation, in whole or in part, if the Subscriber found to be:
 - a) materially breaches this Agreement;
 - b) supplies counterfeit or prohibited Products;
 - c) repeatedly fails quality inspections;
 - d) fails to pay Subscription Fees or other undisputed amounts due;
 - e) provides false or misleading information;
 - f) engages in fraudulent or unethical conduct;
 - g) poses a risk to customers, Reeth's operations, or brand reputation.

Where reasonably practicable, Reeth shall provide notice of the suspension and an opportunity to cure the breach.

16.8 Consequences of Termination

Upon termination:

- a) The Subscriber shall pay all outstanding undisputed amounts due to Reeth.
- b) Reeth shall process final settlements in accordance with this Agreement after adjustment of applicable deductions.
- c) The Subscriber shall collect unsold inventory within thirty (30) days or such other period specified by Reeth.
- d) Each Party shall return or securely destroy the other Party's Confidential Information, except where retention is required by law.
- e) Rights and obligations intended to survive termination shall continue in force.

17. MISCELLANEOUS PROVISIONS

- 17.1 ASSIGNMENT: Neither this Agreement nor any rights or obligations contained in this Agreement will be assignable, licensable or franchised directly or indirectly, in whole or in part, by Subscriber.

- 17.2 **FORCE MAJEURE:** If at any time during the Term, the Premises is destroyed or damaged by tempest, flood, earthquake or any other means like fire or riot caused not due to any acts of commissions, omission or negligence of the Subscriber ("**Force Majeure Event**"), so as to become unfit for occupation or use, then the Reeth shall not be held liable nor can raise any claim for the loss occurred to Subscriber.
- 17.3 A Party shall notify the other Party in writing of the occurrence of a Force Majeure Event within a period of 48 (forty-eight) hours from the occurrence of a Force Majeure Event. Such intimation shall be made in writing by the Party claiming the occurrence of such Force Majeure Event, to the other Party, and will also include details of measures and steps proposed to be undertaken or being undertaken by it to mitigate the effect of such Force Majeure Event on the performance of its obligations under the Agreement.
- 17.4 In the event that the delay or non-performance of either party hereto continues for a period of 15 (fifteen) days due to reasons of Force Majeure Event, the Parties shall mutually discuss and agree on the way forward keeping in mind the interest of the Parties.
- 17.5 **NOTICES:** Any notices, requests and other communications required or permitted hereunder shall be in writing and shall be given by hand against written acknowledgement or receipt, or sent by registered mail, or by facsimile followed by a confirmation letter by registered mail, at or to each of the Parties at the addresses set forth in this Agreement.
- 17.6 **HEADINGS:** The headings contained in this Agreement are solely for the purpose of reference and shall not in any way affect the meaning or interpretation of this Agreement.
- 17.7 **AMENDMENTS:** This Agreement can be modified, supplemented or amended only by a written agreement executed by both Parties.
- 17.8 **WAIVER:** No waiver by either party of any of the terms, provisions or conditions of this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of both parties.
- 17.9 **SEVERABILITY:** If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect. Further, the Parties shall endeavour to replace such provision with a valid, legally enforceable provision that reflects the original intent of the Parties.
- 17.10 **NON-COMPETITION:** Subscriber shall not during the term and two (2) year post termination of this Agreement directly/indirectly entered into a same or similar business model.
- 17.11 **STAMP DUTY & CHARGES:** The Stamp duty and any other related charges/expenses payable on this agreement and its duplicate shall be borne by Reeth.
- 17.12 **COMPLETE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof.
- 17.13 **EXECUTION:** This Agreement shall be executed in single set, original to be retained by Reeth and duplicate will be send to the Subscriber, both of which embody one and the same agreement.
- 17.14 **GOVERNING LAW AND ARBITRATION:** This Agreement shall be governed by the laws of India. Any disputes or differences whatsoever between the Parties which cannot be settled by mutual discussions shall be settled by conciliation at Bangalore in English language, under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. Nothing contained in this clause will preclude either Party from applying for and obtaining any injunctive, prohibitory or other similar urgent or interim relief from a competent court of law, for which the courts at Bangalore, shall have exclusive jurisdiction.
- 17.15 **GOOD FAITH:** Parties acknowledge and represent that this agreement is concluded in a spirit of good faith and each party shall strive to protect the interest of the other.
- 17.16 **ELECTRONIC ACCEPTANCE AND ACKNOWLEDGEMENT**
- By selecting "I Agree / Accept", the Subscriber confirms and acknowledges that:
1. It has read and understood this Agreement;
 2. It has had an opportunity to review the terms before acceptance;
 3. It accepts this Agreement voluntarily and without alteration;
 4. The information provided by it is true and accurate;
 5. It has authority to enter into this Agreement;
 6. It agrees to be legally bound by the terms of this Agreement; and
 7. Its electronic acceptance shall constitute execution and acceptance of this Agreement.
- Electronic Acceptance:**
- ☐ I have read, understood and agree to the Subscription Agreement and accept all its terms and conditions.
- Accepted electronically on: [Date & Time]
- Subscriber Account/User ID: [●]