RESELLER AGREEMENT

This Reseller Agreement (hereinafter referred to as **"Agreement"**) is made and entered into on this ____ day of _____, 20____ ("Effective Date"),

BY AND BETWEEN

MY CHHOTA SCHOOL PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, having its registered office at A-63/1 G.T. Karnal Road Industrial Area, Delhi-110033, India (hereinafter referred to as the **"First Party"** or **"Company"**, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns), being the owner and seller of "AIRA" branded products ("AIRA Products");

AND

_____, son/daughter of _____, residing at / having its registered office at_____, holding Aadhar Card no._____ (hereinafter referred to as the **"Second Party"** or **"Reseller/Promoter"**, which expression shall, unless repugnant to the context or meaning thereof, include his/her/its heirs, legal representatives, successors and permitted assigns).

The First Party and the Second Party shall hereinafter be individually referred to as a "Party" and collectively as the "Parties".

RECITALS:

A. The First Party is engaged in the business of manufacturing, marketing and selling AIRA Products and owns all rights, title and interest (including intellectual property rights) in and to the AIRA brand and AIRA Products.

B. The Second Party operates an active Instagram profile/page and has agreed to promote and assist in the sale of AIRA Products through such social media platform, on a commission basis, on the terms and conditions set out in this Agreement.

C. The First Party has agreed to appoint the Second Party, on a non-exclusive basis, to promote AIRA Products, and to create and provide the Second Party with a unique, trackable weblink/URL connected to the Second Party's Instagram profile for the purpose of tracking sales generated through the Second Party's promotional efforts.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS**:

"AIRA Products" means the products manufactured, branded and/or sold by the First Party under the brand name "AIRA", as may be updated by the First Party from time to time in its sole discretion.

"Designated URL" means the unique tracking link/URL created and provided by the First Party, linked to the Second Party's Instagram profile, through which sales of AIRA Products generated via the Second Party's promotional activity shall be tracked and attributed.

"Net Sales" means the total invoice value actually realized and received by the First Party from sale of AIRA Products through orders placed via the Designated URL / attributable to the Second Party's promotional activity, after deducting: (i) Goods and Services Tax (GST) and other applicable statutory levies; (ii) discounts, refunds, returns, cancellations and chargebacks; (iii) shipping, packaging and payment-gateway charges; and (iv) any other amount not actually and finally realized by the First Party.

"Commission" means the amount payable by the First Party to the Second Party as calculated under Clause 4 of this Agreement.

2. **APPOINTMENT:**

2.1. The First Party hereby appoints the Second Party, and the Second Party hereby accepts the appointment, as a non-exclusive promoter/reseller of AIRA Products on Instagram, strictly on the terms of this Agreement.

2.2. This appointment does not create any exclusivity in favour of the Second Party. The First Party shall remain free to appoint any other reseller(s), promoter(s), distributor(s) or affiliate(s), and to sell AIRA Products through any other channel, without reference to or consent from the Second Party.

2.3. Nothing in this Agreement shall be construed as granting the Second Party any right, title or interest in the AIRA brand, AIRA Products, or the First Party's business, other than the limited right to promote as set out herein.

3. **SCOPE OF PROMOTION AND OBLIGATIONS OF THE SECOND PARTY:**

3.1. The Second Party shall actively and diligently promote AIRA Products on its Instagram profile through posts, reels, stories, and/or other Instagram features, using only the content, images, descriptions and claims approved/provided by the First Party.

3.2. The Second Party shall use only the Designated URL provided by the First Party for directing its Instagram audience/followers to purchase AIRA Products, so as to enable accurate tracking of sales for Commission computation.

3.3. The Second Party shall clearly and prominently disclose the commercial/paid-partnership nature of its promotional posts in accordance with applicable advertising and consumer protection laws and guidelines (including applicable ASCI/Consumer Protection (E-Commerce) guidelines), by using appropriate disclosure tags such as "#ad", "#paid partnership" or "paid partnership with AIRA", as applicable.

3.4. The Second Party shall not make any false, misleading, exaggerated, unauthorised or unverified claims regarding AIRA Products, including as to quality, efficacy, safety, pricing, or comparison with competitor products.

3.5. The Second Party shall not alter, modify, defame, or use the AIRA brand name, logo, trademarks or any content of the First Party in any manner other than as expressly approved in writing by the First Party.

3.6. The Second Party shall comply with Instagram's/Meta's terms of use and all applicable laws, including advertising, consumer protection, data protection and information technology laws, in connection with its promotional activity.

3.7. The Second Party shall not engage in any activity that is unlawful, obscene, defamatory, or that may harm the reputation, goodwill or business interests of the First Party or the AIRA brand.

4. **COMMISSION:**

4.1. In consideration of the promotional services rendered by the Second Party, the First Party shall pay the Second Party a commission equivalent to 30% (thirty percent) of the Net Sales of AIRA Products generated/attributed through the Designated URL and/or the Second Party's Instagram promotion ("Commission").

4.2. The Commission shall be computed only on Net Sales that are actually realised and finally retained by the First Party (i.e., after deducting taxes, discounts, refunds, returns, cancellations, chargebacks and other applicable deductions as set out in Clause 1.3). No Commission shall be payable on cancelled, returned, refunded or unrealised orders.

4.3. The First Party shall maintain records of sales attributable to the Designated URL and shall share a Commission statement with the Second Party on a monthly basis, within 15 (fifteen) business days of the end of each calendar month.

4.4. Subject to the Second Party raising a valid invoice/claim (and completing applicable tax/KYC formalities, including PAN and bank details), the First Party shall pay the Commission within 15 (fifteen) business days of sharing the Commission statement, by way of electronic bank transfer.

4.5. All applicable taxes, including TDS/GST, if any, on the Commission shall be deducted/borne as required under applicable law, and the Second Party shall be solely responsible for its own tax compliance and filings in respect of the Commission received.

4.6. In case of any discrepancy in the Commission statement, the Second Party shall raise the same in writing within 7 (seven) days of receipt, failing which the statement shall be deemed accepted as final.

5. **DESIGNATED URL / TRACKING LINK:**

5.1. The First Party shall create and provide the Second Party with a unique Designated URL, linked to and identifiable with the Second Party's Instagram profile, for the sole purpose of tracking and attributing sales of AIRA Products generated through the Second Party's promotional activity.

5.2. The Designated URL shall remain the property of the First Party and may be modified, suspended, deactivated or replaced by the First Party at its sole discretion, including on account of technical requirements, misuse, or termination of this Agreement.

5.3. The Second Party shall not share, sub-license, misuse or permit any third party to use the Designated URL for any purpose other than as contemplated under this Agreement.

5.4. The First Party shall not be liable for any loss of Commission arising from technical errors, tracking failures, network/platform outages, or misuse of the Designated URL, provided the First Party has acted in good faith and without gross negligence.

6. **OBLIGATIONS OF THE FIRST PARTY:**

6.1. Provide the Second Party with the Designated URL and reasonable marketing materials/content (images, descriptions, price lists) for use in promotion, subject to the First Party's sole discretion as to form and content.

6.2. Process orders placed through the Designated URL in the ordinary course of its business, in accordance with its standard policies.

6.3. Maintain reasonable records of sales attributable to the Designated URL and provide Commission statements and payments in accordance with Clause 4.

6.4. The First Party does not guarantee any minimum volume of sales, orders, revenue or Commission to the Second Party under this Agreement.

7. **RELATIONSHIP OF THE PARTIES:**

7.1. Nothing in this Agreement shall be deemed to create a relationship of employer-employee, partnership, joint venture, or principal-agent between the Parties. The Second Party is an independent promoter/reseller and shall not represent itself as an employee, agent, partner or authorised representative of the First Party.

7.2. The Second Party shall have no authority to make any commitment, representation, warranty or contract on behalf of the First Party, or to bind the First Party in any manner whatsoever, except as expressly authorised in writing.

7.3. The Second Party shall be solely responsible for its own taxes, statutory registrations, compliances and social security contributions, if any, arising from the Commission received under this Agreement.

8. **INTELLECTUAL PROPERTY:**

8.1. All trademarks, trade names, logos, brand assets, product images, content and other intellectual property relating to AIRA Products ("IP") shall remain the sole and exclusive property of the First Party at all times.

8.2. The First Party grants the Second Party a limited, non-exclusive, non-transferable, royalty-free, revocable licence to use the IP solely for the purpose of promoting AIRA Products on Instagram during the term of this Agreement, and strictly in the form and manner approved by the First Party.

8.3. Upon termination or expiry of this Agreement, the Second Party shall immediately cease all use of the IP and shall, at the First Party's request, remove or take down promotional posts/content referencing AIRA Products or the AIRA brand.

9. **CONFIDENTIALITY:**

9.1. The Second Party shall keep confidential all business, pricing, commercial, customer and other proprietary information disclosed by the First Party ("Confidential Information") and shall not disclose the same to any third party without the First Party's prior written consent, except as required by law.

9.2. This obligation of confidentiality shall survive termination or expiry of this Agreement for a period of 2 (two) years.

10. **TERM AND TERMINATION:**

10.1. This Agreement shall commence on the Effective Date and shall continue for a period of 1 (one) year, unless terminated earlier in accordance with this Agreement, and may be renewed thereafter by mutual written consent of the Parties.

10.2. Either Party may terminate this Agreement without cause by giving 15 (fifteen) days' prior written notice to the other Party.

10.3. The First Party may terminate this Agreement forthwith, without notice, in the event the Second Party: (i) breaches any material term of this Agreement; (ii) makes any false, misleading or unauthorised claims regarding AIRA Products; (iii) engages in conduct that damages the reputation, goodwill or interests of the First Party or the AIRA brand; or (iv) becomes subject to insolvency, winding up or similar proceedings.

10.4. Upon termination, the Second Party shall immediately cease use of the Designated URL and all IP, and shall be entitled to receive Commission only on Net Sales validly generated prior to the effective date of termination, payable in accordance with Clause 4.

10.5. Clauses relating to Confidentiality, Intellectual Property, Limitation of Liability, Indemnification, and Governing Law shall survive termination or expiry of this Agreement.

11. **REPRESENTATIONS AND WARRANTIES:**

11.1. Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

11.2. The Second Party represents that it owns/controls the Instagram profile referenced in this Agreement and has the right to use the same for the promotional activities contemplated herein.

11.3. Save as expressly set out in this Agreement, the First Party makes no other warranty, express or implied, regarding AIRA Products, sales volumes, or the outcome of the Second Party's promotional activities.

12. **LIMITATION OF LIABILITY:**

12.1. Notwithstanding anything contained in this Agreement, the aggregate liability of the First Party, whether arising in contract, tort (including negligence), statute or otherwise, under or in connection with this Agreement, shall not, in any event, exceed the total Commission actually paid by the First Party to the Second Party in the 3 (three) months immediately preceding the event giving rise to the claim.

12.2. In no event shall the First Party be liable to the Second Party for any indirect, incidental, special, consequential, exemplary or punitive damages, or for any loss of profit, revenue, business, goodwill, or anticipated savings, arising out of or in connection with this Agreement, even if advised of the possibility of such damages.

12.3. The First Party shall not be liable for any loss, damage, claim, or liability arising from: (i) the Second Party's promotional content, posts, claims or conduct on Instagram or elsewhere; (ii) any act, omission, negligence, misrepresentation or breach of law by the Second Party; (iii) any third-party claim (including from customers, competitors, or regulatory/advertising authorities) arising from the Second Party's promotional activity; (iv) any downtime, malfunction, tracking error or unavailability of the Designated URL, Instagram platform or any third-party platform not directly and solely caused by the First Party's gross negligence or wilful default; or (v) any force majeure event as described in Clause 14.

12.4. The Second Party acknowledges and agrees that the limitations set out in this Clause 12 are fair and reasonable and reflect the allocation of risk agreed between the Parties, being an essential basis of the bargain, and shall apply even if any remedy provided herein fails of its essential purpose.

12.5. Nothing in this Clause 12 shall be construed to limit or exclude any liability that cannot be limited or excluded under applicable law, including liability arising from fraud or wilful misconduct.

13. **INDEMNIFICATION:**

13.1. The Second Party shall indemnify, defend and hold harmless the First Party, its directors, officers, employees and agents from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out

of or in connection with: (i) any breach of this Agreement by the Second Party; (ii) any false, misleading, unauthorised or defamatory statement or claim made by the Second Party regarding AIRA Products; (iii) any violation of applicable law (including advertising, consumer protection or data protection law) by the Second Party; or (iv) any third-party claim arising from the Second Party's Instagram promotional activity.

13.2. The First Party shall indemnify the Second Party solely to the extent of any direct loss caused by the First Party's gross negligence or wilful misconduct in the performance of its express obligations under this Agreement, subject always to the limitation of liability set out in Clause 12.

14. **FORCE MAJEURE:** Neither Party shall be liable for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, riots, government action, epidemic/pandemic, strikes, internet/platform (including Instagram/Meta) outages, or other similar events.

15. **GOVERNING LAW AND DISPUTE RESOLUTION:**

15.1. This Agreement shall be governed by and construed in accordance with the laws of India.

15.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, including its interpretation, validity or termination, shall first be sought to be resolved amicably through mutual discussion within 30 (thirty) days. If not so resolved, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended), by a sole arbitrator appointed by the First Party. The seat and venue of arbitration shall be [Insert City, e.g., Delhi], and the language of arbitration shall be English.

15.3. Subject to Clause 15.2, the courts at Delhi alone shall have exclusive jurisdiction over any matter arising out of or in connection with this Agreement.

16. **NOTICES:** Any notice under this Agreement shall be in writing and shall be deemed duly given if delivered by hand, registered post, courier, or email to the addresses/email IDs of the Parties set out in this Agreement (or such other address as a Party may notify in writing).

17. **ASSIGNMENT:** The Second Party shall not assign, transfer or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the First

Party. The First Party may assign this Agreement to any affiliate or successor entity without the Second Party's consent, upon written notice.

18. **SEVERABILITY:** If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the Parties shall negotiate in good faith to replace the invalid provision with a valid one that most closely reflects the original intent.

19. **WAIVER:** No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of that or any other right.

20. **ENTIRE AGREEMENT AND AMENDMENT:** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.

21. **COUNTERPARTS:** This Agreement may be executed in counterparts (including by electronic signature/scanned copies), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the date first above written.

FIRST PARTY	**SECOND PARTY**
MY CHHOTA SCHOOL PVT. LTD. Signature: Address: A-63/1 G.T. Karnal Road Industrial Area, Delhi- 110033. Date: Mobile no.:	Name: Signature: Address: Date: Mobile no.: