

VENDOR AGREEMENT

This Vendor Agreement (the “**Agreement**”) is entered into between Hope Brothers Limited,(the “**Company**”) and the Vendor.

WHEREAS

- A. The Company is currently engaged in the business of operating a Mobile Application based e-commerce platform, *Whippin* for end users (the “**Customers**”).
- B. Vendor is a mobile ice cream vehicle (the “**Products**”). Vendor has the necessary and relevant infrastructure including adequate stocks and storage space, licenses and registrations, technical competence and other resources to provide the Products on the Company’s e-commerce platform.
- C. The Company currently wishes to act and operate as an online facilitator between Vendor and the Customers in order for the Customers to discover, identify and purchase (as per their own sole discretion) the Products, amongst other similar or different products, using the e-commerce platform developed, maintained and operated by the Company (the “**Platform**”) as a part of its business, in accordance with the Company’s internal terms and conditions, code of conduct and policies that seek to regulate the overall interaction between Vendor and the Customer (the “**Policies**”).
- D. Vendor who is currently engaged in the business of selling the Products to the Customers through an offline mode and physical presence is desirous of availing the services provided by Vendor.
- E. Accordingly, the Parties intend on entering into this Agreement to regulate the commercial relationship that is intended to be created between the Parties in order for Vendor to avail the services from the Company and display, showcase and sell the Products to Customers using the Platform.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. SCOPE OF THE SERVICES

1.1 The Parties hereby acknowledge and agree that the Company is primarily engaged with creating, modifying, operating and maintaining the Platform which seeks to connect Vendor with Customers interested or desirous of purchasing the Products using the means of the Platform. Accordingly, the Parties agree that the scope of this Agreement is limited to regulating the terms and conditions pursuant to which the Company shall (i) display, showcase and market the Products to potential Customers and (ii) recover payments from the Customers and process refunds for any defective or not suitable Products (together with the description set out in (the “**Services**”). For the avoidance of doubt, it is hereby clarified that the Platform along with any subsequent variations or alterations and any intellectual property rights associated with such Platform or related technologies shall be the sole property of Hope Brothers Limited and that no where should this Agreement be considered as creating an obligation on the Company to license any such intellectual property or to share any confidential information associated with the Platform or the Company’s business.

1.2 The Parties further agree that the scope of Services set out in greater detail at Clause 1.1 above may be varied, altered, modified or redacted at the sole discretion of the Company and that Vendor shall have no right to claim any damages (direct or indirect including for loss of opportunity) against the Company

pursuant to any such variation, alteration, modification or redaction. In addition, the Parties agree that the provision of any Service by the Company to Vendor and the general relationship between the Parties shall at all times be regulated by the provisions of the Policies, as amended from time to time.

2. FEES

2.1 The Parties agree that for the purposes using the Platform, Vendor is required to pay 1.9% transaction fee per order based on the sale of their products.

3. TERMS OF ENGAGEMENT

3.1 Vendor is acting as their own businesses and do not represent the Company.

3.3 Vendor agrees to abide at all times with the Policies and the terms of this Agreement. In addition, the Company shall at all times ensure that every Customer order is completed within the committed timelines and that any losses or claims arising out of any non-compliance is solely the responsibility of Vendor and that Company shall under no circumstance be liable to the Customer for any deficiency on the part of Vendor.

4. ORDERS AND PAYMENTS

4.1 The Platform will provide the Vendor, the ability to accept orders via the Platform.

4.2 Vendor is responsible of the fulfilment of their orders themselves and for the management of the Products and the contamination of them with allergies.

4.3 The Company will hold the payment and deposit the payment directly to the nominated bank account of the Vendor.

5. INTELLECTUAL PROPERTY OF YOUR CONTENT

5.1 Some parts of the Services may allow the Vendor to upload or submit content (such as text, images, video, recipes, lists, links, and other materials). Vendor retain all rights in any content that the Company upload or submit, and are solely responsible for that content. Vendor grant Company a non-exclusive, royalty-free, worldwide, transferable, sub-licenseable license to use, store, publicly display, publicly perform, reproduce, modify, create derivative works from, and distribute any such content for the purposes of operating, providing, and improving the Services. Company may, in its sole discretion, remove or take down any content that you upload or submit to the Services for any reason, including violation of these Terms or any other policies.

6. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS OF THE VENDOR

6.1 Vendor agrees that they have a mobile ice cream van which they have been trading from.

6.2 The signatory to the present agreement is having the right and full authority to enter into this Agreement with the Company and the agreement so executed is binding in nature.

6.3 All obligations narrated under this Agreement are legal, valid, binding and enforceable in law against Vendor.

6.4 Vendor undertakes that all the documents and information provided by the Vendor during the application process is the true to the best of his/her knowledge.

6.5 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.

6.6 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, Taxes, 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.

6.7 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.

7. INDEMNITY AND LIMITATION ON LIABILITY

7.1 Vendor hereby agrees to fully indemnify, protect, defend and hold the Company, its promoters, directors, officers, agents or representatives harmless from and against any and all actions, claims, demands, proceedings, liabilities or judgments and any and all losses, damages, costs (including but not limited to attorney costs), charges and expenses of whatever nature and in whichever jurisdiction which may be instituted, made or alleged against, or which are suffered or incurred by Vendor, its promoters, directors, officers, agents or representatives and which result, relate to or arise from any breach of the provisions of this Agreement or on account of any claims made by a Customer in relation to or in connection with the Product(s) using the Platform maintained and operated by the Company.

7.2 The Parties agree that the Company has allowed the Products of the Vendor to be displayed and sold through the Platform on the basis of the representations and information provided by Vendor and that such representations and information are the essence of this Agreement. Accordingly, it is expressly agreed by the Company that Vendor shall be liable or responsible for any loss, injury or damage to the Company, Customer or any other third party, whomsoever, arising on account of any transaction undertaken pursuant to this Agreement or as a result of the Products being in any way damaged, defective, infringing/violating any laws/ regulations/ intellectual property rights of any third party, whether directly or indirectly. Vendor further acknowledges and agrees that it shall be solely liable for any claims, damages, allegation arising out of the Products offered for sale through the Page on the Platform (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, losses and damages. Further, Vendor shall not under any circumstance be liable for any claims, damages arising out of any negligence, misconduct or misrepresentation by the Company or any of its representatives.

7.3 The Company under no circumstances shall be liable to Vendor for any 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 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 Vendor to have been deliberately caused by the Company.

7.4 This Clause shall survive the termination or expiration of this Agreement.

8. TERM AND TERMINATION

8.1 This Agreement is valid for a period of 14 (fourteen) months from the date of this Agreement unless terminated earlier by either Parties. The Agreement can be renewed for further periods with the mutual agreement of both the Parties.

8.2 This Agreement may be terminated by either Party by giving the other Party a prior written notice of 30 (thirty) days.

8.3 In addition, Company can terminate the Agreement without giving any notice in case Vendor commits a material breach of the provisions of this Agreement or contravenes any provision of any applicable law and regulations or files for bankruptcy or voluntary winding up or a breach of Company's Policies.

8.4 The Company may terminate this Agreement in case of any abuse of the Platform or if the Vendor has not been operating to the levels as expected by the Company or if the Vendor is not operating for a set period of 10 days without a justified reason.

8.5 The Agreement may also be terminated in case of misconduct of the Company policies, including but not limited to trading in areas that the Vendor is not permitted to trade or contact with customers outside the Platform for monetary gains.

8.6 Upon termination/expiry of the Agreement, the Company shall remove all the Products of Vendor from the Platform with immediate effect and that the Company shall not be liable for any ensuing losses or damages (whether direct, indirect or inconsequential) that may be incurred by Vendor as a consequence, whether direct or indirect, of the termination of this Agreement. The Company may charge an Admin fee for to cancel this Agreement which can be changed at the discretion of the Company. For the avoidance of doubt, it is hereby clarified that the Vendor shall irrespective of termination of this Agreement continue to perform and complete all pending orders placed on the Platform.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. If any disputes or differences arise between the Parties as to the interpretation or the performance of this Agreement, the same shall be referred to arbitration before a sole arbitrator appointed mutually by the Parties as per Arbitration Rules. The arbitration shall be conducted in the English language and any awards shall be reasoned. The venue of arbitration shall be London. Such arbitral award shall be considered as final and binding by the Parties.

10. GENERAL PROVISIONS

10.1 This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the Parties with respect to the subject matter hereof. No waiver or modification of this Agreement shall be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.

10.2 This agreement can be modified on mutual agreement during the concurrency of this agreement.

10.3 The Parties understand and agree that no failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

10.4 The Parties acknowledges and agrees that monetary damages would not be a sufficient remedy for any breach of the provisions of this Agreement and that the Parties shall in such a case be entitled to seek specific performance of this Agreement or any other injunctive relief as a remedy in equity for any such breach of this Agreement. Any remedy claimed by the Parties pursuant to the provisions of this Agreement shall not be deemed to be exclusive or all inclusive and shall be in addition to any and all other remedies which may be available to the Parties in law or equity.

10.5 Any notice or other formal communication to be given under this Agreement shall be in writing and signed by or on behalf of the Party giving it. It shall be sent over email to the respective email addresses shared by each Party with the other Party for this purpose and marked for the attention of the undersigned.

10.6 The Company hereby agrees not to assign its rights and obligations under this Agreement or any interest herein without the prior written consent of Vendor.

10.7 If any provision of this Agreement is held invalid, void, or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its terms.

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

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

10.10 This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

This company is located at [83 Inchmery Road, Catford, SE6 2NB]