OUTLET PARTNER AGREEMENT

# UDOOH Outlet Partner Agreement

UDOOH Ready and UDOOH Ready Plus plans

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| **Document** | UDOOH Outlet Partner Agreement, version 3.4 |
| **Operator** | Unikrish Technologies Private Limited, a company incorporated under the Companies Act, 2013, operating the advertising network branded UDOOH ("UDOOH", "we", "us") |
| **Outlet partner** | The business identified in the Platform Record (Schedule A) by its full legal name, constitution, registered or principal place of business and tax registration, acting through the authorised signatory named there, that accepts this Agreement electronically ("Outlet", "you") |
| **Effective date** | The date and time of your electronic acceptance, as recorded on the UDOOH platform |
| **Term** | From the Effective Date until ended under clause 15. No fixed term. Each Placement carries its own period and, where a Brand has booked it, a Placement Commitment Period stated in the Platform Record at booking (clause 2) |
| **Placement Commitment Period** | Per Placement, as stated in the Platform Record before you accept the Placement; neither party may end that Placement for convenience during it (clauses 2.3 and 15.2) |

This Agreement sets out the terms on which UDOOH may position brand advertising and promotional assets inside your premises, how and when you are paid, what each of us must do, and what happens if either side falls short. By accepting it on the UDOOH platform you agree to be legally bound by it, together with the Platform Record described in Schedule A.

## 1. Definitions

**Asset**
Any physical or digital advertising or promotional item that UDOOH and you agree to position in your premises, of any form and in any quantity, including without limitation standees, posters, LED clip-ons, LED counter-top units, screens, showcases, lead-capture units, demo stalls, product displays and brand products. The forms listed are examples only and do not limit the clause.

**Brand**
Any advertiser, business or person whose Asset, product, service or campaign is placed, promoted or made available through UDOOH, or that is otherwise listed on the UDOOH platform as a UDOOH brand.

**Network Brand**

Any Brand listed on the UDOOH platform's master brand list at the relevant time, whether or not an Asset of that Brand has been placed in your premises.

**Platform**
The UDOOH website, app, outlet portal and related systems, including the onboarding form, master brand list, placement records, enquiry forms and the Platform Record.

**Platform Record**
The information captured on the Platform about you, your premises, your plan, each Placement, the applicable rates and benefits, your bank details and your acceptance of this Agreement, as set out in Schedule A and as updated from time to time in accordance with clause 5.

**Placement**
A single Asset positioned at an agreed location in your premises, recorded on the Platform with its own placement code.

**Placement Commitment Period**
For a Placement, the minimum period recorded against it in the Platform Record when you accept it under clause 3.3, during which neither party may end that Placement for convenience, under clauses 2.3 and 15.2.

**Creative**
The artwork, copy, video, audio or other brand material a Brand supplies or approves for display on an Asset.

**Plan**
Either UDOOH Ready or UDOOH Ready Plus, as recorded in the Platform Record.

**Base Rate**
The rate for a given Asset type published on the Platform and recorded in your Platform Record at the time the Placement is made.

**Premium**
The additional amount above the Base Rate payable to a UDOOH Ready Plus outlet for a Placement, as recorded in the Platform Record.

**Agreed Hours**
The operating hours during which a powered Asset must be switched on and running, as recorded in the Platform Record for that Placement.

**Display Standard**
The standard in clauses 9.1 and 9.2 that a Placement must meet for earnings to accrue for it.

**Settlement Period**
Each calendar month, or part of a month, during which a Placement runs.

**Qualifying Event**
The event that makes a payment due under clause 6, such as the completion of a month of hosting, a confirmed booking, a completed consultation or procedure, or a confirmed product sale, as defined on the Platform for that payment stream.

**Authorised Signatory**
The individual recorded in the Platform Record as authorised to bind the Outlet, together with that individual's capacity — proprietor, partner, director, or a person holding a written authority from the Outlet — and, where the Outlet is not a sole proprietorship, the document evidencing that authority.

**Constitution**
The legal form of the Outlet: sole proprietorship, partnership firm, limited liability partnership, private or public limited company, trust, society, or other form stated in the Platform Record.

**Competing Marketplace**
Any network, platform, aggregator, agency or intermediary, other than UDOOH, whose business includes bringing brands or advertisers to retail or service outlets for in-store placement, promotion or advertising.

## 2. Term

2.1 **No fixed term.** This Agreement starts on the Effective Date and continues until it is ended under clause 15. It has no fixed term and does not need to be renewed. Clause 15 governs how either party may end it.

2.2 **Each Placement has its own period.** Each Placement runs for the period recorded against it in the Platform Record and may be renewed, replaced or ended by agreement recorded on the Platform. No minimum period, for this Agreement or for any Placement, is fixed by this document.

2.3 **Placement Commitment Period, and the reason for it.** Where a Brand has booked a Placement in your premises for a period, UDOOH has committed that Placement to the Brand for that period. The Platform Record for that Placement states the minimum period that follows from it — the Placement Commitment Period — before you accept the Placement under clause 3.3, and no commitment arises that you have not accepted there. During a Placement's Placement Commitment Period neither party may end that Placement for convenience, and clause 15.2 states how it is protected when this Agreement ends. A Placement for which the Platform Record states no Placement Commitment Period carries none.

2.4 **Short bookings on a shared Asset.** A screen or other shared Asset may carry bookings by several Brands within the Agreed Hours, each for a period as short as the Platform offers, including a single hour. Each booking is recorded on the Platform against the Placement. Once you have accepted the Asset and its position under clause 3.3, an individual Brand booking on it does not need a further acceptance from you; clause 3.9 governs what you see of each Brand's Creative.

## 3. Grant of placement rights

3.1 You grant UDOOH the right, for the Term, to position Assets within your premises at the locations agreed between us and recorded on the Platform.

3.2 The form, number, size and location of Assets are not fixed by this Agreement. Any Asset that both parties accept may be placed under it. Each specific Asset and its position are agreed at the time of placement and recorded as a Placement on the Platform.

3.3 **Your acceptance of each Placement.** UDOOH will not install a new Asset, relocate an existing Asset, or materially change the size, type or position of an Asset, without your acceptance of that Placement or change recorded on the Platform. The Platform's record of your acceptance, with its date, time and the verified mobile number used, is prima facie evidence of it, and you may challenge it under clause 5.6. This clause does not limit clause 3.2; it governs how acceptance under clause 3.2 is given and recorded.

3.4 You will keep each Asset in the position, orientation and condition recorded for its Placement, visible and unobstructed to customers, for the whole of the Placement period, and will not move, cover, remove, switch off or alter any Asset except as permitted by clause 9.7 or with UDOOH's prior consent recorded on the Platform.

3.5 **Location and power are yours to provide.** You will provide, at your cost, reasonable access, a safe and structurally sound location for each Asset, and where the Asset is powered, a continuous and stable electricity supply with adequate protection against voltage fluctuation. A failure of your electrical installation, wiring or supply is your responsibility and not UDOOH's. Each party bears damage caused by its own acts or negligence. Damage caused by UDOOH, its staff or its installation contractors in the course of installing, servicing or removing an Asset is UDOOH's responsibility and not yours, and clause 7.5 states how it is made good. Nothing in this clause 3 makes you responsible for loss or damage you did not cause.

3.6 **Disclosure of concealed hazards.** Before installation you will tell UDOOH of any hazard behind or within a proposed mounting surface that you know of or would reasonably be expected to know of, including concealed piping, wiring, ducting, weak or unsound structure, or any restriction imposed by your landlord, mall or society. Where you do not disclose such a hazard and damage results from installation carried out with reasonable care, that damage is your responsibility.

3.7 **Mounting marks.** You acknowledge that mounting and removing an Asset leaves ordinary marks on the surface it is fixed to, including drill holes, fixing points, adhesive residue and outlines, and you accept those marks as part of hosting the Asset. UDOOH is not required to fill, patch, paint or otherwise reinstate the surface, and reinstatement of your premises is your responsibility. This applies to ordinary marks only. Where UDOOH or its installer causes damage beyond such marks through a failure to take reasonable care, clause 7.5 requires UDOOH to make that damage good at its own cost.

3.8 You will allow UDOOH, the relevant Brand and their representatives reasonable access to your premises during opening hours to install, service, replace, inspect or remove Assets.

3.9 **Creative is shown to you before it is displayed.** Before a Brand's Creative is first displayed on an Asset in your premises, the Platform shows it to you. You may decline a Creative for your own premises, through the Platform, within the time the Platform shows

for that Asset type, and you need give no reason beyond that it is not suitable for your premises. Where you decline, UDOOH will not display that Creative in your premises and will place it elsewhere; declining is not a breach and does not affect any other Placement or earning. Where you do not respond within that time, the Creative may be displayed, and you may still ask UDOOH through the Platform to remove it, which UDOOH will do within the time the Platform shows. Because your earnings for a Placement are a share of what UDOOH receives for it under clause 6.2, nothing accrues for the time a Placement carries no Brand's Creative after a removal at your request, until a replacement is displayed; that is accrual, not a deduction. This clause gives you the consent step that UDOOH promises each Brand you have, and it is the point at which a category or content conflict in your premises is identified and resolved.

## 4. Plans

Your Plan is recorded in the Platform Record. The two Plans differ in the verification you provide, in what you earn, and in your ability to establish what actually happened at a Placement.

| Feature | UDOOH Ready | UDOOH Ready Plus |
|---|---|---|
| What you host | Assets agreed under clause 3 | Assets agreed under clause 3 |
| Verification you provide | Physical inspection by UDOOH during opening hours | Physical inspection, plus CCTV footage of the Placement sampled at random points, plus footfall figures checked against your billing records (clause 8) |
| What you earn per Placement | Base Rate | Base Rate plus Premium |
| If a lapse is found | You will usually have no records with which to show how long it lasted, so the presumption in clause 9.4(b) applies | Your records will usually show how long it lasted, so earnings are adjusted only for that period |

4.1 UDOOH may move you between Plans by agreement, recorded on the Platform, including where you stop or start keeping the billing records and CCTV coverage needed for UDOOH Ready Plus.

4.2 UDOOH Ready Plus requires that you maintain day-to-day billing records and working CCTV coverage of each Placement, and that you make both available to UDOOH on request within the time set under clause 8.

## 5. The Platform Record is binding

5.1 All commercial particulars under this Agreement, including your identity and contact details, premises address, Plan, each Placement and its location, the Base Rate, Premium and any other rate or benefit, the Agreed Hours, the Qualifying Event for each payment

stream, and your bank details, are captured in the Platform Record rather than written into this document.

5.2 Everything captured in the Platform Record and accepted by you on the Platform forms part of this Agreement and is binding on both parties as if set out here in full.

5.3 Where UDOOH proposes a change to a rate, benefit or Placement, the change takes effect when you accept it on the Platform. Where you request a change, it takes effect when UDOOH records it on the Platform. The Platform's record of each acceptance, with its date, time and the verified phone number used, is prima facie evidence of the change. You may challenge an entry you believe to be inaccurate under clause 5.6, and UDOOH will correct any entry shown to be wrong.

5.4 **No reduction without your acceptance.** UDOOH may not reduce the Base Rate, the Premium, or any other rate or benefit recorded for a Placement or programme, and may not withdraw a benefit, except with your acceptance recorded under clause 5.3. An entry made in the Platform Record without that acceptance does not reduce what you are owed. This clause does not apply to an adjustment of earnings under clause 9, which is governed by that clause.

5.5 If this document and the Platform Record conflict, the Platform Record prevails for commercial particulars and this document prevails for everything else. The Platform Record may not vary, exclude or limit any clause of this document, and an entry purporting to do so is of no effect.

5.6 **Your copies and your right to check.** UDOOH will make available to you on the Platform, and send to your recorded email, a copy of every Platform Record entry you accept, at the time you accept it, including each change to a rate, benefit or Placement. UDOOH will keep those copies and the acceptance log, with its dates, times and the verified mobile number used, available to you for the Term and for three (3) years after it ends. You may ask UDOOH at any time for the acceptance log behind any entry, and UDOOH will provide it within seven (7) days at no charge. Where you show an entry to be inaccurate, UDOOH will correct it and adjust any amount affected.

## 6. Earnings and payment

6.1 **Payment streams.** You may earn, as recorded on the Platform for each Placement or programme: (a) rent for hosting an Asset; (b) referral or affiliate payments where a customer you refer to a Brand completes a Qualifying Event; (c) stocking or display fees where you stock or display a Brand's products; (d) your agreed share of any discount, cashback or promotional programme; and (e) any other benefit agreed between us and recorded on the Platform.

6.2 **Plan rates and how your share is set.** Your earnings for a Placement are an agreed share of the revenue UDOOH receives for that Placement. The share that applies to you, and the Base Rate and Premium that follow from it, are recorded in your Platform Record and accepted by you under clause 5.3 before the Placement goes live. No share or rate is fixed

by this document. A UDOOH Ready outlet earns the Base Rate for each Placement. A UDOOH Ready Plus outlet earns the Base Rate plus the Premium for each Placement. The Premium is paid in return for the verification you provide under clause 8 and is subject to clause 9.6.

6.3 **Settlement by UDOOH.** UDOOH collects every amount due to you from the relevant Brand and settles it with you. You will not invoice or collect any amount directly from a Brand in respect of a Placement, referral or programme arranged through UDOOH.

6.4 **When amounts become due.** Rent for a Placement accrues under clause 9.3 and falls due at the end of each Settlement Period. A referral or performance payment is due only once the referred customer's Qualifying Event has been confirmed and attributed to your Placement through the Platform's tracking.

6.5 **When you are paid.** UDOOH will pay all amounts due to you for a Settlement Period within fifteen (15) days after the end of that Settlement Period, by direct bank transfer to the account recorded in your Platform Record. No credits, wallet, encashment or payout fee applies under the UDOOH Ready or UDOOH Ready Plus Plans. UDOOH's obligation to pay you by this deadline does not depend on when the relevant Brand pays UDOOH.

6.6 **Deductions: reasons, evidence and your right to dispute.**

(a) **Written reasons.** Where UDOOH withholds or deducts any amount, or where earnings have not accrued under clause 9, UDOOH will tell you in writing through the Platform, at or before the time of payment, stating the Placement affected, the amount, the reason, and the evidence relied on.

(b) **Only the Placement affected.** A deduction or non-accrual affects only the Placement at which the lapse occurred. Earnings for every other Placement in your premises continue to be payable in full and on time, whether they are for the same Brand or a different Brand.

(c) **The rest is still paid on time.** A dispute does not delay the undisputed balance. UDOOH will pay everything not in question within the deadline in clause 6.5 and hold back only the disputed amount.

(d) **Your right to dispute.** You may dispute a deduction or non-accrual by notifying UDOOH through the Platform within fifteen (15) days of being told of it, with your reasons and any evidence you rely on, including records, footage, photographs, service reports or supplier confirmations.

(e) **Refund where your evidence stands up.** UDOOH will consider your evidence and respond within fifteen (15) days of receiving it. Where your evidence reasonably establishes that the Placement met the Display Standard for all or part of the period, the earnings for that period accrue and UDOOH will pay them with the next settlement, or refund them within fifteen (15) days where no further settlement is due.

(f) A dispute not resolved under this clause is dealt with under clause 19.

6.7 **Attribution.** Referral and performance payments depend on the Platform being able to attribute the customer to your Placement, for example through the placement code, QR link, form or booking reference tied to it. You will not alter, cover or substitute any code or link, and you acknowledge that an unattributed conversion cannot be paid.

6.8 **Taxes.** Amounts recorded on the Platform are exclusive of applicable taxes unless stated otherwise. Each party is responsible for its own taxes. UDOOH may deduct tax at source where required by law and will provide the corresponding certificate.

6.9 **Set-off.** UDOOH may set off against any amount due to you any amount you owe UDOOH under this Agreement, including amounts recoverable under clause 7.3. UDOOH will give written reasons for any set-off under clause 6.6(a), and clauses 6.6(c) to 6.6(e) apply to it. UDOOH will not set off against, or seek to recover, any amount in respect of a Settlement Period more than ninety (90) days after the settlement for that period was paid, except where the amount arises from fraud or dishonesty, in which case no time limit applies.

## 7. Assets, ownership, maintenance and removal

7.1 Every Asset remains the property of UDOOH or the relevant Brand, as recorded on the Platform. Nothing in this Agreement transfers any ownership, lien or other interest in an Asset to you, and you may not retain, sell or dispose of an Asset.

7.2 You will take reasonable care of each Asset, keep it clean and in the recorded position, and not use it for any purpose other than the Placement.

7.3 **When you are liable for an Asset.** Where an Asset is lost, stolen, destroyed or damaged as a result of a deliberate act, or of gross negligence, by you or your staff, UDOOH may recover the reasonable cost of repair or replacement from amounts due to you or, if those are insufficient, from you directly. You are not liable for normal wear and tear, for a fault that arises in the Asset itself, or for any loss or damage not caused by your act or omission.

7.4 **UDOOH maintains what it deploys.** UDOOH will, at its own cost and for as long as an Asset is placed in your premises, service, repair and where necessary replace any Asset that fails, malfunctions or deteriorates other than through a deliberate act or gross negligence on your part. You are never charged for the upkeep, repair or replacement of an Asset. Clause 9.8 sets out how to report a fault.

7.5 **Removal at the end of this Agreement.** Assets are removed when this Agreement ends, not when a Brand's campaign ends; between campaigns an Asset may remain in place and be re-used for another Brand. UDOOH will remove all Assets from your premises within fifteen (15) days after this Agreement ends, and you will allow access for that purpose. Clause 3.7 applies to the marks that removal leaves. The one exception: where UDOOH's installation or removal causes damage to your premises beyond ordinary mounting marks, through a failure by UDOOH or its installer to take reasonable care, UDOOH will make that damage good or meet its reasonable cost. This exception does not apply where the

damage results from a hazard you did not disclose under clause 3.6, from your electrical installation or supply under clause 3.5, or from an unsound surface or structure.

## 8. Verification

8.1 **Right to verify.** You permit UDOOH and its representatives to verify the presence, position, condition and functioning of each Asset at any time during your opening hours, without prior notice, by physical inspection and, for UDOOH Ready Plus, by the methods in clause 8.2.

8.2 **UDOOH Ready Plus verification.** If you are on UDOOH Ready Plus you will: (a) keep CCTV coverage that clearly shows each Placement, retain the footage for at least sixty (60) days, and on request provide footage or still frames for the periods UDOOH specifies, which UDOOH may sample at random points during each month; (b) keep day-to-day billing records and on request provide the footfall or transaction figures UDOOH specifies, so that footfall at your premises can be checked against those records; and (c) provide the material requested under (a) and (b) within seven (7) days of the request.

8.3 **Month-end review.** UDOOH is not obliged to review verification material daily. UDOOH may review the whole of a Settlement Period's material at or after the end of that period and apply clause 9 to that period as a whole.

8.4 **Use of verification material.** UDOOH will use footage and billing figures only to verify compliance with this Agreement, to calculate payments and to report verified exposure to Brands in aggregated form, and will treat them as your confidential information under clause 16.

8.5 **Your own evidence.** Nothing in this clause prevents you from keeping and producing your own records, footage or photographs of a Placement, on either Plan, and UDOOH will consider any such evidence under clauses 6.6 and 9.4.

## 9. Display standard and how earnings accrue

9.1 **Placement standard.** Each Asset must be present, in its recorded position, with its creative correctly displayed and unobstructed, throughout the Placement period.

9.2 **Uptime standard for powered Assets.** Each powered Asset, including LED clip-ons, LED counter-top units and screens, must be switched on and running for at least eighty per cent (80%) of the Agreed Hours in each Settlement Period. UDOOH may measure uptime by automatic polling, inspection, footage or any combination of these.

9.3 **How earnings accrue.** Rent and any other earnings for a Placement are the consideration for that Placement meeting the Display Standard. Earnings accrue only in respect of the periods during which the Placement met the Display Standard. Earnings do not accrue for a period during which the Asset was absent, out of its recorded position, not displaying the current creative, obstructed, or, in the case of a powered Asset, switched off or not running, in each case through your act or omission. An amount that has not accrued was never

earned and is not payable. This clause operates as a condition of accrual and not as a forfeiture, penalty or stipulated sum. **How a partial period is calculated.** Where a Placement met the Display Standard for part of a Settlement Period only, earnings accrue for that Placement pro rata, in the proportion that the period during which it met the standard bears to the Agreed Hours for that Placement in that Settlement Period or, for an Asset that is not powered, to the Outlet's opening hours in that period. UDOOH will show that calculation in the written reasons given under clause 6.6(a).

9.4 **Establishing the period of a lapse.** Where UDOOH finds that a Placement did not meet the Display Standard, the period of the lapse is established as follows:

(a) from the verification material, records, footage or other evidence available for that Placement, where that material establishes the period; or

(b) where the period cannot be established from that material, the lapse is presumed to have continued for the whole of the Settlement Period in which it was found, and earnings for that Placement do not accrue for that Settlement Period.

(c) **The presumption in (b) is rebuttable.** You may displace it, in whole or in part, by producing records, footage, photographs or other evidence that reasonably establishes the actual period of the lapse, under clause 6.6(d). Clause 8.5 confirms that you may keep and produce your own evidence for this purpose on either Plan, and where you do, earnings are adjusted only for the period the evidence establishes. Where you do, earnings accrue for the remainder of the Settlement Period and are paid or refunded under clause 6.6(e).

(d) A UDOOH Ready outlet keeps no CCTV coverage and provides no billing records under this Agreement, and will usually have no material with which to displace the presumption. That follows from the Plan you have chosen. A UDOOH Ready Plus outlet keeps that material under clause 8.2 and can usually establish the actual period, so that earnings are adjusted only for the period of the lapse.

(e) Several separate lapses in one Settlement Period are added together.

9.5 **One Placement at a time.** A lapse at one Placement affects the accrual of earnings for that Placement only. Earnings for every other Placement in your premises accrue and are paid in full, whether they are for the same Brand or a different Brand. The most that can be withheld for a single Placement in a single Settlement Period is the whole of the earnings for that Placement for that period.

9.6 **Verification failure (UDOOH Ready Plus only).** If a UDOOH Ready Plus outlet does not provide the footage or footfall material requested under clause 8.2 within the time allowed, or the material provided is incomplete, unreadable or does not cover the Placement, then for the period not verified the Premium does not accrue and you are paid the Base Rate only. This clause applies to the absence of verification and is separate from clause 9.3, which applies where the evidence shows a lapse.

9.7 **Justified moves.** If you move, cover or switch off an Asset for a reason that a reasonable business would consider justified, for example bringing an outdoor standee inside during

heavy rain, a power cut outside your control, a safety hazard, or a lawful direction from an authority, and you restore the Asset as soon as the reason has passed, that period is not a lapse and earnings continue to accrue. You should notify UDOOH through the Platform as soon as practicable so that the reason can be recorded.

9.8 **Hardware fault.** If a powered Asset supplied by UDOOH or a Brand stops working or malfunctions through no act or omission of yours, you must report the fault through the Platform within forty-eight (48) hours of first noticing it. Where you do so, earnings continue to accrue for the period of the fault and UDOOH will arrange repair or replacement under clause 7.4. Where you do not report within that time, earnings do not accrue from the forty-eighth hour until you report it.

9.9 **Reasonableness and record.** UDOOH will apply this clause 9 reasonably and consistently, taking into account the duration and frequency of the lapse, its cause, any explanation or evidence you provide, and your compliance history. UDOOH will record the basis of each decision on the Platform and notify you under clause 6.6(a).

9.10 **Repeated lapses.** Repeated lapses at the same Placement in consecutive Settlement Periods may be treated by UDOOH as a material breach under clause 15.4, after written warning.

**Note on clause 9: why earnings are adjusted this way.** Earnings are adjusted for the actual period of a lapse wherever that period can be established, on either Plan. A UDOOH Ready outlet provides no verification material under this Agreement, so the period of a lapse there often cannot be established from UDOOH's records alone; the rebuttable presumption in clause 9.4(b), and your right under clauses 8.5 and 9.4(c) to produce your own evidence, are how the clause deals with that. A UDOOH Ready Plus outlet's own footage and billing records usually establish the period, and that is what the Premium pays for. This note explains the clause and does not alter it.

## 10. Exclusivity and non-circumvention

10.1 **The master brand list is UDOOH's confidential trade connection.** You acknowledge that the identity of the Brands on the UDOOH network, the campaigns they run, their terms, and the relationships UDOOH has built with them are the product of UDOOH's own investment and effort, are not publicly available as a compiled resource, and are UDOOH's confidential information and trade connection. UDOOH discloses them to you in good faith and solely so that you can host Placements and transact through UDOOH. Access to the Platform is given on these terms: you are bound by this clause 10 and by clause 16 from the moment access is given to you, whether or not any Asset of a Brand is ever placed in your premises.

10.2 **Introduced Brands.** A Brand is an Introduced Brand if UDOOH places or proposes to place its Asset in your premises, if UDOOH discloses its identity to you, or if its identity becomes available to you through the Platform, including through the master brand list or any campaign listing — unless you establish, by records dated at the relevant time, either (a) that you had an existing commercial relationship with that Brand before that disclosure or access, or (b) that your relationship or dealing with that Brand arose independently of,

and owes nothing to, any disclosure by UDOOH or to your access to the Platform. The burden of establishing (a) or (b) rests on you. It is not sufficient that the Brand approached you, or that you rather than UDOOH made the first contact; what must be shown is that the opportunity did not arise from UDOOH's disclosure or from your Platform access. You will give UDOOH written notice of any relationship relied on under (a) within fifteen (15) days of the disclosure or of your gaining access.

10.3 **No competing marketplaces.** During the Term you will not enter into, continue or renew any agreement or arrangement with a Competing Marketplace for the placement, promotion or advertising of any brand or advertiser in your premises, and you will not allow a Competing Marketplace to position any item in your premises.

10.4 **No direct dealing with an Introduced Brand.** During the Term and for twelve (12) months after it ends (the "Tail Period"), you will not, without going through the procedure in clause 11, use the master brand list or an Introduced Brand's identity to enter into any direct arrangement with an Introduced Brand for advertising, promotion, product placement, referral, affiliate or similar activity in your premises. This clause does not apply to a Brand that falls within the exception in clause 10.2.

10.5 **No inducement.** You will not solicit, induce or encourage any Introduced Brand to deal with you directly, to reduce its use of UDOOH, or to bypass UDOOH in respect of any outlet.

10.6 **Master brand list.** UDOOH will maintain on the Platform a master brand list that you can check at any time. A Brand is a Network Brand from the date it is first entered on the list. UDOOH's record of the list and its dates is prima facie evidence of it, and you may challenge an entry under clause 5.6.

10.7 **Remedies and the measure of recovery.** A breach of this clause 10 is a material breach. In addition to its other rights, UDOOH may recover from you an amount equal to the share of the revenue from that arrangement that UDOOH would have earned had it been made through UDOOH, for a period of twelve (12) months. That amount is calculated by applying UDOOH's standard share for that Asset type to the value of the arrangement or, where that value cannot be established from your records, to the rate recorded for the equivalent Placement in your Platform Record. UDOOH's loss is its own share only: your own rent or benefit from the arrangement is not recoverable by UDOOH. UDOOH may also terminate under clause 15.4.

10.8 **Section 74.** The amount in clause 10.7 is agreed as a genuine pre-estimate of UDOOH's loss and not a penalty, and as reasonable compensation within the meaning of Section 74 of the Indian Contract Act, 1872. It is a ceiling: UDOOH is entitled to recover only such amount, up to that ceiling, as constitutes reasonable compensation for the loss actually caused by the breach.

10.9 **Legitimate interest and reasonableness.** The parties agree that this clause 10 protects UDOOH's legitimate interest in its confidential trade connection, is limited to Brands UDOOH actually introduced or that you learned of through the Platform, is limited in

duration, and does not prevent you from carrying on your business, stocking or selling any product, or dealing with any business that is not an Introduced Brand. If any part of this clause is held to go further than is reasonable to protect that interest, it is to be read down to the extent necessary and enforced as so read.

10.10 **Survival.** Clauses 10.2 and 10.4 to 10.9 survive the end of this Agreement for the Tail Period, however this Agreement ends.

## 11. Brand enquiry procedure

11.1 **Check first.** Before you agree anything with a brand or advertiser that approaches you for placement, promotion, product stocking, referral or similar activity in your premises, you will check the master brand list on the Platform.

11.2 **If the brand is a Network Brand.** You will not deal with it directly. Instead you will submit a brand enquiry on the Platform stating: (a) the Brand and the person who approached you; (b) what was proposed; (c) the monetary or other benefit promised to you; and (d) as proof of that benefit, a copy of the quotation, proposal, rate card or written offer sent to you by the Brand or any member of its team, uploaded to the Platform.

11.3 **UDOOH takes over.** On receiving a complete enquiry, UDOOH will approach the Brand, verify the promised benefit against the uploaded proof and with the Brand, and set the terms of the engagement through the Platform.

11.4 **Match-or-better guarantee.** Where the engagement proceeds through UDOOH, UDOOH guarantees that the benefit you receive for that engagement will be equal to or greater than the benefit verified under clause 11.3. If the verified benefit is less than the benefit you declared, the verified benefit applies.

11.5 **Lead credit.** You will be recorded on the Platform as the source of the lead and, where the engagement proceeds, the Placement will be made with you unless the Brand's requirements make that impracticable, in which case UDOOH will agree an alternative credit with you.

11.6 **If the engagement does not proceed.** If the Brand declines to engage through UDOOH, UDOOH will tell you. You remain bound by clause 10.4 in respect of that Brand.

## 12. Your own direct arrangements

12.1 Nothing in this Agreement stops you from making your own direct arrangements with a brand, manufacturer, distributor, practitioner or other party that is not a Network Brand, including arrangements that pre-date this Agreement, provided that you comply with this clause 12.

12.2 You will record each such arrangement on the Platform as a third-party placement, giving the party's name, the nature of the arrangement, its location in your premises and its period, before or within seven (7) days after it starts.

12.3 **No direct arrangement may conflict with a Placement.** A conflict exists where the third party competes with a Brand whose Asset is placed with you, or where the third party's item obstructs, adjoins or detracts from an Asset. UDOOH will tell you if a recorded arrangement conflicts and you will resolve the conflict in favour of the Placement within seven (7) days.

12.4 If a party you deal with directly later becomes a Network Brand, your existing arrangement may continue for its recorded period but may not be renewed or extended except through clause 11.

12.5 **Your agency, if you have one.** You may engage an agency that is an agency partner of UDOOH to act for you in your dealings with UDOOH, and may ask UDOOH to record it on the Platform as your Agency of Record; where an agency partner introduced you to UDOOH, UDOOH records that agency unless you ask otherwise. Your contract with that agency is yours alone: UDOOH is not a party to it, and your agency cannot vary this Agreement, bind UDOOH or receive any amount due to you. UDOOH pays your Agency of Record commission out of UDOOH's own share. Nothing is deducted from your earnings, from any subscription you pay or from any amount due to you because you have an agency, and no rate or share in your Platform Record is lower because of it. For the purpose of calculating that commission, and for no other, UDOOH may disclose to your Agency of Record the subscription you pay and the earnings that accrue to you under this Agreement; that agency holds them under its own confidentiality obligations to UDOOH and may not disclose them to any Brand, other outlet or other agency. You or your agency will tell UDOOH through the Platform within fifteen (15) days of your engagement of that agency ending, with the date it ended, and UDOOH will update the Platform Record from that date.

12.6 **Advertising your own business.** You may advertise your own business on the UDOOH network as an advertiser under the UDOOH Advertiser Agreement, on the terms of that agreement, and your Agency of Record may book it for you under that agreement if you authorise it there. Advertising your own business through UDOOH is not restricted by clause 10 and is not a direct arrangement under this clause 12.

## 13. Referral and performance programmes

13.1 Where a Brand offers a referral, affiliate, stocking, discount or other performance-based programme through UDOOH, its terms, rates, Qualifying Events and attribution method are published on the Platform and apply to you from the date you accept the programme there.

13.2 You will participate in a programme honestly, will not generate referrals, bookings or sales that you know to be fictitious, duplicated or not genuinely attributable to your premises, and will not offer customers inducements that the programme does not authorise.

13.3 A programme payment becomes due under clause 6.4 only after the Qualifying Event is confirmed and attributed. UDOOH may withhold, reverse or recover any programme

payment that is cancelled, refunded, disputed by the Brand or found to breach clause 13.2, giving written reasons under clause 6.6(a).

13.4 **What you may say about a Brand.** You may display the Creative a Brand has approved, make that Brand's material available to your customers, and tell a customer that the Brand's service exists. You will not, in connection with any Brand advertised in your premises through UDOOH: (a) give clinical, medical or other professional advice about that Brand's services; (b) make any claim about that Brand's services beyond what the approved Creative says; or (c) represent yourself, your business or your staff as an agent, representative or employee of that Brand. These are restrictions only. UDOOH does not require you to promote, recommend or speak about any Brand, does not train your staff, and does not supply any script or required form of words. Where a Brand supplies material or wording, UDOOH will make it available to you and you may use it or not, as you choose. No earning of yours depends on your recommending a Brand by word of mouth.

## 14. udoofy platform services, customer experience and enforcement

14.1 **Enrolment, and your basic website.** By accepting this Agreement you are enrolled on udoofy, the UDOOH consumer platform. UDOOH will create and host a basic website for your Outlet (your udoofy page), carrying your name, address, opening hours, photographs, directions and the other information held in your Platform Record, and will list your Outlet for consumer discovery. The basic website is provided by UDOOH at no charge, subject to the separate terms and conditions for it issued by Unikrish Technologies Private Limited (the "Website Terms"), which are presented to you on the Platform. Nothing beyond the basic website is provided at no charge under this Agreement; clause 14.10 states how upgrades and additional features are offered. The udoofy services available to your Outlet from time to time are recorded on the Platform.

14.2 **What udoofy may carry.** udoofy may make available, for your Outlet, consumer discovery and listing, enquiries, bookings and reservations, takeaway orders and, where you choose to offer it and the Platform supports it, delivery orders. Which of these are enabled for your Outlet at any time is recorded on the Platform, and which of them form part of the basic website and which are paid upgrades or additional features under clause 14.10 is stated in the Website Terms and on the Platform. UDOOH does not undertake that any particular service will be available, or available at all times, and may add, change or withdraw a service on notice through the Platform.

14.3 **Fulfilment is yours.** UDOOH provides the platform and the listing only. You are solely responsible for fulfilling every order, booking or enquiry you accept through udoofy — for preparing, packing and handing over the goods or services and, where you offer it, delivering them; for their quality, safety, accuracy and condition; for the amount charged to and collected from the consumer; and for any refund, replacement or cancellation. UDOOH does not prepare, handle, carry, store or deliver any goods, does not collect payment from consumers on your behalf unless your Platform Record records otherwise, and is not a party to any contract between you and a consumer.

14.4 **Your licences.** You are responsible for holding and maintaining every registration, licence, permission and approval required for what you sell and for how you fulfil it, including any registration or licence under the Food Safety and Standards Act, 2006 where applicable, and for complying with applicable law in fulfilling an order. You will produce evidence of any such licence to UDOOH on request.

14.5 **Customer satisfaction and disputes.** You own the consumer relationship for everything you fulfil. Where a consumer raises a complaint, dispute or claim about an order, booking, product or service of yours, you will deal with it directly with that consumer, promptly and in good faith, and resolve it at your own cost. UDOOH is not required to mediate individual complaints and is not liable for them. You will record on the Platform any complaint that remains unresolved after fifteen (15) days, and will tell UDOOH within forty-eight (48) hours of any complaint involving injury, illness, or the involvement of a regulatory authority.

14.6 **When UDOOH may act.** UDOOH may act under clause 14.7 where verified records — consumer complaints, verified reviews and ratings tied to actual transactions at your Outlet — show a persistent pattern of unresolved complaints, or of service falling materially below the standard a consumer would reasonably expect, measured over a period and against a threshold published on the Platform. UDOOH will act on those verified records and will tell you what it has relied on, so that you can respond.

14.7 **Graduated steps.** Where clause 14.6 applies, UDOOH will act in the following order, giving you written notice and a reasonable opportunity to remedy at each step before moving to the next:

(a) a written warning identifying the pattern and what must improve;

(b) suspension of some or all udoofy services for your Outlet for a stated period; and

(c) removal of your Outlet from udoofy.

UDOOH may move directly to (b) or (c) without the earlier steps only where the conduct involves injury or a risk of injury to a consumer, a breach of law, or dishonesty. You may make representations at each step and UDOOH will consider them before acting.

14.8 **Costs, not penalties.** Where UDOOH incurs an actual cost because you have failed to fulfil an order — including a refund UDOOH makes to a consumer in your place — UDOOH may recover that actual cost from you under clause 6.9, with written reasons and evidence under clause 6.6(a), and clauses 6.6(c) to 6.6(e) apply to it. UDOOH will not charge you any amount by way of penalty, and nothing in this clause 14 operates as a penalty or a stipulated sum.

14.9 **Separate from your Placements.** Participation in udoofy is additional to, and separate from, the Placements and earnings under clauses 3 to 9. A warning, suspension or removal under clause 14.7 affects udoofy only: it does not of itself end this Agreement, does not affect any Placement, and does not reduce, withhold or delay any amount that has accrued to you for a Placement. Clause 15 governs termination of this Agreement.

14.10 **Upgrades and additional features are paid, and are not part of this Agreement.** Any upgrade to the basic website, and any additional feature, service or integration beyond it — including a custom domain, additional pages, design or content work, online ordering, booking or payment features beyond what the basic website includes, and any other feature UDOOH may offer — is a paid service. UDOOH offers it separately, at the price communicated to you at the time it is offered and on the terms stated then, and you may take it or decline it. No upgrade or additional feature is part of this Agreement, no price for one is fixed or implied by this Agreement, and nothing in this Agreement entitles you to one at no charge.

14.11 **Taking the basic website offline.** UDOOH may take your basic website offline, and remove your Outlet's listing from udoofy, after giving you not less than fifteen (15) days' notice through the Platform, where this Agreement ends for any reason, where you do not accept the Website Terms, or any later version of them, when they are presented to you, or where you are in breach of the Website Terms. Taking the basic website offline does not of itself end this Agreement and does not affect any Placement or any amount that has accrued to you; clause 14.9 applies.

## 15. Termination

15.1 **Termination for convenience.** Either party may terminate this Agreement on thirty (30) days' written notice to the other, given through the Platform or in writing, at any time. Neither party need give a reason. There is no minimum term for this Agreement itself; what is protected is each Placement's own Placement Commitment Period, under clause 15.2.

15.2 **Placements with an unexpired Placement Commitment Period.** Where, on the date a notice under clause 15.1 takes effect, a Placement is running whose Placement Commitment Period has not ended, that Placement continues, on the terms of this Agreement, until its Placement Commitment Period ends, and this Agreement continues for that Placement only until then. The reason: UDOOH has committed that Placement to a Brand for that period, and you accepted the Placement Commitment Period when you accepted the Placement. On a termination under clause 15.1:

(a) all earnings that accrued up to the date of termination, and under a Placement continuing under this clause, remain payable to you and are paid under clauses 6.5 and 15.5;

(b) UDOOH will remove the Assets under clause 7.5 when this Agreement ends for the last continuing Placement; and

(c) clause 10 continues to bind you for the Tail Period. Notice under this clause may not be used to avoid clause 10, a material breach, or an obligation that has already arisen.

15.3 **Closure.** If your business at the premises permanently closes, you may terminate at any time, whatever the Placement Commitment Period of any Placement, on giving UDOOH thirty (30) days' notice through the Platform with reasonable evidence of closure. All

earnings that accrued up to the date of closure remain payable to you. Only earnings in respect of periods after closure are forfeited.

15.4 **Breach.** Either party may terminate on written notice if the other commits a material breach that is not remedied within fifteen (15) days of a written notice requiring remedy, or that is incapable of remedy. A breach of clause 10, repeated lapses under clause 9.10, or any dishonest conduct under clause 13.2 is a material breach incapable of remedy. A failure by UDOOH to pay an undisputed amount within the deadline in clause 6.5, not remedied within fifteen (15) days of written notice, is a material breach by UDOOH.

15.5 **Your accrued earnings always survive.** However this Agreement ends, and whichever party ends it, you remain entitled to every amount that accrued to you before the date it ends. UDOOH will pay those amounts within the settlement deadline in clause 6.5 that applies to the Settlement Period in which the Agreement ends, subject only to deductions that this Agreement expressly permits and that are notified with written reasons under clause 6.6. No termination, non-renewal or closure extinguishes an amount you have already earned.

15.6 **Effect.** On termination: (a) all Placements end; (b) UDOOH will remove the Assets under clause 7.5 and you will allow access for that purpose; (c) UDOOH will pay accrued earnings under clause 15.5; and (d) clauses 1, 5.3, 6.5, 6.6, 6.9, 7, 8.4, 10, 13.3, 15.5, 16, 17, 18, 19 and 21 survive.

## 16. Confidentiality

16.1 Each party will keep confidential the other's non-public business information received under this Agreement, including rates, Brand terms, footage, billing figures and Platform data, and will use it only for this Agreement.

16.2 You will not disclose to any Brand, Competing Marketplace or other outlet the rates, Premium or programme terms recorded in your Platform Record.

16.3 This clause does not apply to information that is public through no fault of the receiving party, that the receiving party already lawfully held, or that must be disclosed by law or to professional advisers under a duty of confidence.

## 17. Data, records and compliance with law

17.1 Each party will comply with applicable law in performing this Agreement, including the Information Technology Act, 2000 and the Digital Personal Data Protection Act, 2023 and rules made under them.

17.2 Where CCTV footage or billing records contain personal data, you confirm that your collection of that data is lawful and that you may share it with UDOOH for the purposes in clause 8.4. UDOOH will process it only for those purposes, retain it only as long as needed, and protect it with reasonable security safeguards.

17.3 Customer data captured through a Placement's QR link, form or booking is collected by UDOOH or the Brand under their own privacy notices. You will not copy, retain or use such data except as the Platform expressly permits.

17.4 **Consumer data captured through udoofy.**

(a) Personal data of consumers captured through your udoofy page, listing, enquiry form, booking or order flow is collected by UDOOH. As between you and UDOOH, UDOOH is the Data Fiduciary for that data under the Digital Personal Data Protection Act, 2023: UDOOH determines the purposes for which it is processed, gives the notice and obtains the consent at the point of capture, and answers data-principal requests.

(b) UDOOH holds that data centrally and may use it to operate and improve udoofy and the Platform, for consumer discovery and recommendation across the network, and for its own analysis and reporting, in each case within the notice and consent given to the consumer.

(c) You are given access to the data of your own customers only — consumers who have made an enquiry, booking or order with your Outlet — and only so that you can fulfil and service it and deal with that consumer under clause 14.5. UDOOH will not give you, and you will not seek, data about consumers of any other outlet or any central consumer profile.

(d) You will not copy, export, retain, sell or disclose that data, or use it for marketing or any other purpose, except as the Platform expressly permits or as the consumer separately and lawfully consents to with you. On the end of this Agreement you will stop using it and delete any copy you hold.

(e) This clause applies to consumer data captured through udoofy. Data captured for a Brand through a Placement’s QR link, form or booking is dealt with in clause 17.3 and is not covered by this clause.

17.5 You are responsible for any licence, permission or consent needed from your landlord, mall, society or local authority to position Assets in your premises, and you confirm that you have obtained them.

## 18. Liability

18.1 UDOOH does not guarantee any minimum number of Placements, Brands, referrals or earnings. Earnings depend on Brand demand and on your compliance with this Agreement.

18.2 Neither party is liable to the other for loss of profit, loss of business, or any indirect or consequential loss, except for liability listed as uncapped in clause 18.4 or liability that cannot be limited by law.

18.3 **Cap, both ways.** Subject to clauses 18.2 and 18.4, the total liability of each party to the other under this Agreement in any twelve-month period is limited to the total amounts paid or payable by UDOOH to you under this Agreement in that period. This cap applies equally

to UDOOH's liability to you and to your liability to UDOOH, including under any indemnity in clause 18.5.

18.4 **What the cap does not cover.** The cap in clause 18.3 does not apply, for either party, to:

(a) fraud or dishonesty, including your breach of clause 13.2;

(b) your breach of clause 10, where clauses 10.7 and 10.8 state the measure of recovery;

(c) death or personal injury, or damage to the property of a third party, caused by that party's own negligence;

(d) UDOOH's right to recover the cost of an Asset under clause 7.3;

(e) a breach of clause 16 or of clause 17 by either party; or

(f) any liability that cannot lawfully be limited.

18.5 **Indemnity.** You will indemnify UDOOH and each Brand against any claim, loss or cost arising from your breach of clauses 10, 13.2 or 17, or from any injury or damage caused by your negligence in relation to an Asset. UDOOH will indemnify you against any claim, loss or cost arising from UDOOH's breach of clause 17, from a defect in an Asset supplied by UDOOH or a Brand, or from any injury or damage caused by the negligence of UDOOH or its installer. Each indemnity is subject to clauses 18.3 and 18.4.

18.6 **Each party answers for its own conduct.** Each party is responsible for, and will bear, the consequences of its own breach of this Agreement, its own negligence, its own failure to comply with any law or regulation applicable to it, and any third-party claim arising from any of those. Neither party is responsible for a loss to the extent it is caused by the other party's breach, negligence or non-compliance.

18.7 **How an indemnity claim is handled.** Where a party (the "indemnified party") receives a claim it believes is covered by an indemnity in clause 18.5, it will: (a) notify the other party (the "indemnifying party") in writing promptly, and in any event within fifteen (15) days of becoming aware of the claim; (b) not admit liability or settle the claim without the indemnifying party's written consent, which will not be unreasonably withheld; (c) allow the indemnifying party, on written request and at its own cost, to take over and conduct the defence of the claim, and give it reasonable co-operation, information and access for that purpose; and (d) take reasonable steps to mitigate the loss. The indemnifying party will not settle a claim on terms that impose any obligation or admission on the indemnified party without that party's written consent. A failure to notify within the time in (a) reduces the indemnity only to the extent the indemnifying party is actually prejudiced by the delay.

## 19. Governing law and disputes

19.1 This Agreement is governed by the laws of India.

19.2 The parties will first try in good faith to resolve any dispute through discussion between authorised representatives within thirty (30) days of either party raising it on the Platform. A dispute about a deduction is first dealt with under clause 6.6.

19.3 A dispute not resolved under clause 19.2 will be referred to arbitration by a sole arbitrator appointed by agreement or, failing agreement within fifteen (15) days, in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration is Gurugram, Haryana, and the language is English.

19.4 Subject to clause 19.3, the courts at Gurugram, Haryana have exclusive jurisdiction.

## 20. Electronic acceptance

20.1 You accept this Agreement by (a) verifying your mobile number through the Platform's one-time-password verification ("UDOOH Verify"), (b) confirming the Platform Record, and (c) selecting the acceptance control on the Platform.

20.2 Completing the steps in clause 20.1 constitutes your electronic signature and your binding agreement to this document and the Platform Record, in accordance with the Information Technology Act, 2000 and the Indian Contract Act, 1872.

20.3 UDOOH's record of the date, time, verified mobile number, IP address and Platform Record version at the moment of acceptance is prima facie evidence of your acceptance. You may challenge it, and UDOOH will provide the underlying acceptance log, including the version accepted and its timestamp, on request under clause 5.6. UDOOH will make a copy of this document and the Platform Record available to you on the Platform and by email.

20.4 You confirm that the person completing acceptance is the owner of the Outlet or is authorised to bind it.

20.5 **Who you are.** You warrant that the full legal name, Constitution, registered or principal place of business, tax registration and Authorised Signatory recorded in your Platform Record are true, complete and current, and that the Authorised Signatory holds the authority to bind the Outlet. You will upload at onboarding at least one document from clause 20.6 evidencing those particulars, and will tell UDOOH within fifteen (15) days of any change to them. UDOOH may verify those particulars before any Placement goes live, and may suspend Placements where they are found to be materially inaccurate. Where the Outlet is a sole proprietorship, the proprietor is personally the contracting party and is personally liable under this Agreement.

20.6 **Proof of identity.** The document under clause 20.5 is your GST registration certificate. Where you are not registered for GST, UDOOH will accept any one of the following instead: a Shops and Establishment (Gumasta) registration; an Udyam or MSME registration certificate; a sector licence naming the Outlet and its premises, including a drug licence or an FSSAI licence; a certificate of incorporation, LLP incorporation certificate or partnership deed; or a municipal trade licence. Where you hold none of these, UDOOH will accept the proprietor's PAN together with a registered or notarised rent agreement or proof of ownership for the premises and a bank statement or cancelled cheque for the account recorded for payment. UDOOH reviews the document before your Outlet goes live and

may ask for a further document where what you provide does not establish the particulars in clause 20.5.

## 21. General

21.1 **Entire agreement.** This document and the Platform Record are the entire agreement between us on their subject matter and replace any earlier proposal, discussion or arrangement.

21.2 **Changes to this document.** UDOOH may publish a new version of this document on the Platform with thirty (30) days' notice. A new version binds you only if you expressly accept it on the Platform. Where a new version makes a material change — being any change to your earnings, to how they are calculated or reduced, to the restrictions in clause 10, to the Placement Commitment Period of any Placement you have accepted, or to either party's right to end this Agreement — UDOOH will present it to you on the Platform for acceptance and will identify the change. Continuing to host a Placement, to use the Platform, or to accept new Placements is not acceptance of a new version. You may decline a new version, and if you do: your existing Placements and this Agreement continue on the version you last accepted; declining is not a breach and carries no penalty, charge or reduction in your earnings; and your rights under clause 15 are unaffected. UDOOH may decline to offer you new Placements under a version you have not accepted. Commercial particulars change only under clause 5.

21.3 **Notices.** Notices are given through the Platform or to the email address and verified mobile number in the Platform Record, and are treated as received on the next business day.

21.4 **Assignment.** You may not assign or transfer this Agreement, including on a transfer of your business, without UDOOH's written consent. UDOOH may assign it to any affiliate or successor of its business on notice to you.

21.5 **Relationship.** The parties are independent contractors. Nothing creates a partnership, agency, employment or tenancy, and this Agreement does not grant you any interest in the UDOOH brand.

21.6 **Severability and waiver.** If any clause is unenforceable the rest remains in force. A failure or delay in exercising a right is not a waiver of it.

21.7 **Language.** This Agreement is in English. Any translation is for convenience only and the English text prevails.

21.8 **The UDOOH Terms of Service.** Where you have also accepted the UDOOH Terms of Service published at legal.udooh.com, or any other general terms of use of the Platform or of a UDOOH website, this Agreement governs your relationship with UDOOH as an Outlet. Those terms apply to you only to the extent they do not conflict with this Agreement, and where they conflict this Agreement prevails. The UDOOH Privacy Policy and Security Statement at legal.udooh.com applies to personal data for which UDOOH is the Data Fiduciary and does not alter clause 17.

SCHEDULE A

## Platform Record

The following particulars are captured on the UDOOH Platform at onboarding and at each Placement, and are shown to you for confirmation before acceptance. They form part of this Agreement under clause 5. Fields marked "per Placement" are recorded separately for each Asset.

| Field | Captured at | Notes |
|---|---|---|
| Full legal name of the business | Onboarding | The name of the contracting entity, as it appears on the document provided under clause 20.6 |
| Trade or shop name | Onboarding | Recorded separately where it differs from the legal name |
| Constitution | Onboarding | Sole proprietorship, partnership, LLP, company, trust, society or other (clause 1) |
| Registered or principal place of business | Onboarding | Where it differs from the premises hosting the Placements |
| Authorised Signatory | Onboarding | Name, capacity (proprietor, partner, director or authorised person) and, where applicable, the authority document (clause 20.5) |
| Identity document | Onboarding | GST registration certificate, or an alternative under clause 20.6, with UDOOH's verification status |
| Contact person | Onboarding | Owner or authorised person completing acceptance |
| Verified mobile number | Onboarding | Verified through UDOOH Verify; used for acceptance and notices |
| Email address | Onboarding | For copies of this Agreement and notices |
| Premises address and Google Maps link | Onboarding | Identifies the premises covered |
| Outlet category | Onboarding | For example pharmacy, salon, gym, restaurant, retail |
| Billing records maintained | Onboarding | Determines Plan eligibility: yes = UDOOH Ready Plus; no = UDOOH Ready |
| CCTV coverage available | Onboarding | Required for UDOOH Ready Plus |
| Plan | Onboarding | UDOOH Ready or UDOOH Ready Plus |
| Opening hours | Onboarding | Basis for Agreed Hours |
| Known hazards at mounting surfaces | Onboarding and per Placement | Concealed piping, wiring, ducting, unsound structure or landlord restriction, disclosed under clause 3.6 |
| udoofy services enabled | | Which of listing, enquiries, bookings, takeaway and delivery are enabled for the Outlet (clause 14.2), and |

| | | |
|---|---|---|
| | Onboarding and as updated | which of them are part of the basic website or taken as paid upgrades (clause 14.10) |
| Website Terms | Onboarding and as updated | The version of the Website Terms presented to you and the date and time of your acceptance (clause 14.1) |
| Bank account for payment | Onboarding | Account holder, bank, account number, IFSC; direct transfer only |
| Tax registration | Onboarding | PAN and GSTIN where applicable |
| Placement code | Per Placement | Unique to each physical Asset |
| Asset type and description | Per Placement | Any form agreed under clause 3 |
| Placement location | Per Placement | Plain-words position inside the premises |
| Your acceptance of the Placement | Per Placement | Date, time and verified mobile number, under clause 3.3 |
| Brand | Per Placement | The advertiser whose Asset is placed; for a shared Asset, each Brand booked on it and the period of each booking (clause 2.4) |
| Placement period | Per Placement | Start and end dates |
| Placement Commitment Period | Per Placement | The minimum period for the Placement, matching the period UDOOH has committed to the Brand, shown before you accept the Placement (clause 2.3); "none" where no Brand booking carries one |
| Creative shown and your response | Per Brand Creative | The date and time each Creative was shown to you, the response time allowed, and whether you declined it or asked for its removal (clause 3.9) |
| Agreed Hours | Per Placement | For powered Assets |
| Base Rate | Per Placement | Monthly rent at the Base Rate, or the share of booking revenue for a shared Asset (clause 6.2) |
| Premium | Per Placement | UDOOH Ready Plus only |
| Programme terms | Per programme | Referral, affiliate, stocking, discount or other rates and Qualifying Events |
| Third-party placements | As recorded | Your own direct arrangements under clause 12 |
| Agency of Record | Onboarding and as updated | The agency partner, if any, recorded for you under clause 12.5; the date recorded; and the date any engagement of it ended |
| Deductions and disputes | Per Settlement Period | |

| | | |
|---|---|---|
| | | Any non-accrual or deduction, its written reasons and evidence, and the outcome of any dispute under clause 6.6 |
| Acceptance record | At acceptance | Date, time, verified mobile number, IP address, document version, Platform Record version |

### Acceptance

By completing UDOOH Verify and selecting "I accept" on the Platform, I confirm that I have read and understood this Agreement and the Platform Record, that I am the owner of the Outlet or authorised to bind it, that the legal particulars recorded for the Outlet are true and current, and that I agree to be legally bound by them.

| | |
|---|---|
| Full legal name of the Outlet | Authorised Signatory — name and capacity |
| Verified mobile number | Date and time of acceptance (recorded by Platform) |
| Plan | Acceptance reference (recorded by Platform) |

For and on behalf of Unikrish Technologies Private Limited (UDOOH): this Agreement is executed by UDOOH on the Platform's countersignature of the acceptance record.