



DISPENSER ENROLMENT FORM AND PLATFORM SERVICE AGREEMENT

This Platform Service Agreement (hereinafter "**Agreement**") is a legally binding contract between you, (hereinafter referred to as "**Dispenser**") and **Earkart Limited** (formerly known as **Earkart Private Limited**) (hereinafter referred to as "**Earkart**").

Both the "Dispenser" and "Earkart" are hereinafter collectively referred to as "**Parties**".

BE SURE TO CAREFULLY READ AND UNDERSTAND ALL OF THE RIGHTS AND RESTRICTIONS DESCRIBED IN THIS AGREEMENT BEFORE USING THE EARKART WEBSITE/APPLICATION. BY USING THE EARKART WEBSITE/APPLICATION, YOU INDICATE YOUR PERSONAL ACCEPTANCE AND YOUR CONCURRENCE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DO NOT USE THE EARKART WEBSITE/ APPLICATION.

The Dispenser hereby acknowledges that Earkart has designed and developed this Website/APPLICATION to be used by individuals/establishments looking for lead generation and lead management, patient/ Customer relationship management and associated sale of Hearing Aid(s) to the referred leads (hereinafter referred to as "**Purpose**"). The Dispenser desires to use the Earkart Website/ APPLICATION for this Purpose only, and not for redistribution or any other purpose.

1. Definitions

1.1. "Earkart Website/ Application" shall mean, collectively or individually, the website and the software Application created/ designed by Earkart in order to facilitate the Purpose, including the website/ software updates/ upgrades.

1.2. "Dispenser" is an individual/ entity registering themselves on the Earkart Website/ Application in order to avail the services as well as the Purpose of the Agreement. In order to become a registered Dispenser, he/ she/ they/ them have to undergo the KYC process. It is to be noted that the registration process shall be free of charge.

Any KYC detail, provided by the Dispenser, if found to be false/ incorrect shall lead to immediate termination of their Agreement with Earkart as a Dispenser, and shall attract other appropriate legal proceedings.

2. Tenure

2.1. The initial term of the Agreement shall be for a period of **One [1] Year** commencing from date of registration by the Dispenser on the Website/ Application, unless and otherwise terminated earlier.



2.2. The agreement can be renewed by mutual consent of both parties. The Dispenser shall start receiving reminders to renew the term of the Agreement, **Thirty Days [30]** prior to expiration of the term of the Agreement.

2.3. Unless renewed, the terms of this Agreement shall automatically terminate One [1] year from the date of registration by the Dispenser on the Website/ Application.

3. Customer Referrals & Sales

3.1. Earkart shall provide the Dispenser(s) with appointment of Pre-validated referrals of patients/ Customer (hereinafter referred to as "**Customer(s)**"). Be it mentioned that Earkart is under NO OBLIGATION to provide a specific count of Customers to the Dispenser.

3.2. The Appointment of Customer(s) shall include:

- i. Customer(s) visit to the Dispenser's outlet, irrespective of the outcome of the said visit;
- ii. Dispenser's authorized representatives visiting the house of the Customer(s) (as per the discretion of respective Dispensers).

Note: The visiting charges (if any) being charged by the Dispenser shall be exclusive of the Referral Fee (as mentioned in Section 3.4).

3.3. Earkart shall be providing the login credentials to the Website/ Application to the registered Dispensers, to have first-hand access to real time updates about the details of the Customer(s).

3.4. That as a Referral Fee towards the Customer(s) provided to the Dispenser, the Dispenser shall make a payment of **INR 300/- (Rupees Three Hundred only)** plus applicable GST (hereinafter referred to as "**Referral Fee**"), against the invoice of same amount raised by Earkart (hereinafter referred to as "**Referral Invoice**"). That the Referral Fee is payable to Earkart, on successful Appointment, irrespective whether the referred Customer(s) gets converted to a successful sale of Hearing Aid(s) or not, in Three Working (3) days from the date of invoice raised against such appointment (*Payment can be made through UPI, Account Transfer, or Challan.*)

3.5. The Referral Fee shall appear as debit balance on the wallet provided on the CRM portal for the Dispenser (hereinafter referred to as the "**Wallet**"), automatically upon sharing of OTP's between the Customer(s) and Dispenser(s) on the Customer(s) visit to the premises of the Dispenser/ home visit by the Dispenser (as the case may be).

3.6. The Dispenser shall make payment of the Referral Fee within Three Working (3) days of such Appointment, as mentioned in Clause 3.5. Failure to adhere to the same may lead to suspension of future Customer Referrals from Earkart.

3.7. The Dispenser shall make sale of the Hearing Aid(s), of any choice of brand or make, from their stock.

3.8. In the event a Customer cancels an Appointment with the Dispenser, the Dispenser shall be entitled to a refund of the Referral Fee paid to Earkart, after the same has been confirmed by the Customer(s).



4. Consideration

4.1. Earkart shall be entitled to a consideration that equals to Thirteen Percent (13%) of the MRP of the Hearing Aid(s) plus GST (hereinafter referred to as "**Consideration**") sold to the Customer(s).

4.2. The Dispenser can sell the Hearing Aid(s) to the Customer(s) at a discounted price at their own discretion. Be it mentioned that the Dispenser understands that the abovementioned Consideration shall be applicable despite the discounted price, if any, being offered to the Customer(s).

4.3. That in the events wherein the Dispenser, at his own discretion, provides a discount of Fifty percent [50%] or above on the Hearing Aid(s) purchased by the Customer, Earkart shall be entitled to a Consideration that equals to Thirteen percent [8%] of the MRP of the Hearing Aid(s) purchased plus GST and Section 4.1 shall not be applicable in such cases.

Proviso:

- a. This is applicable on the purchase of two [2] Hearing Aid[s] only.
- b. Only products having MRP not less than **INR 50,000/- (Rupees Fifty Thousand only)**, shall be eligible for this discount.

5. Billing, Payment & Cancellation

5.1. That post sale of the Hearing Aid(s) to the Customer(s) the Dispenser shall input the details of the sale made to each Customer on the Website/ Application, which shall be inclusive of the selling price to the Customer, make and model of the Hearing Aid(s), no. of Hearing Aid(s) sold, and any other details requested on the Application.

5.2. Pursuant to the details uploaded by the Dispenser, as mentioned above in Clause 5.1, an invoice shall be automatically and immediately generated and raised by the Dispenser to the Customer on the Application of Earkart (hereinafter referred to as "**Dispenser's Invoice**").

5.3. Post generation of the Dispenser's Invoice to the Customer, Earkart shall simultaneously raise an invoice to the Dispenser on the Application, constituting of the Consideration from the sale made to the Customer, i.e., 13% of the MRP of the Hearing Aid(s) plus GST, (hereinafter referred to as "**Earkart Invoice**").

5.4. The Dispenser undertakes to make payment of the entire Earkart Invoice amount to Earkart within Three Working (3) days of each sale made. The Dispenser can make the payment to Earkart through Cash, Cheque deposits to Earkart's account, Online payment via Credit Card, Debit Card, Net Banking/ Mobile Banking, UPI, and Payment Gateway on the Application.

Illustration: Mr. Joshi (Customer) is a patient with hearing impairment, and he visits the clinic Happy Hearing Life (Dispenser) after being referred from Earkart platform. He decides to purchase Hearing Aids having **MRP of INR 50,000/-** (as per the updated price list provided by the manufacturer).



*In this case, the Dispenser Invoice value shall be **INR 50,000/-** and thus payable by Mr. Joshi to the Dispenser.*

Since the Consideration owed to Earkart is 13% of MRP plus GST, the amount payable by the Dispenser will be as follows:

13% of INR 50,000/- (MRP)- INR 6,500/-,

GST [18% of (13% of MRP)]- INR 1,170/-

*Therefore, the Earkart Invoice value shall be- INR 6,500/- + INR 1170/- = **INR 7,670/-** thus payable by the Dispenser to Earkart.*

5.5. In the event the Customer(s) returns/ exchanges the Hearing Aid(s) purchased from the Dispenser(s), such returns shall be governed by the following terms:

i. Any request for return of Hearing Aid(s) placed within Fifteen (15) days from the purchase of such Hearing Aid(s), the Dispenser(s) shall be entitled to full refund of Earkart Invoice Value, within fifteen (15) days from the date of such request raised.

ii. Any request for return of Hearing Aid(s) placed after Fifteen (15) days but less than Thirty (30) days from the purchase of such Hearing Aid(s), the Dispenser(s) shall be entitled to a refund of Fifty (50%) percent of Earkart Invoice Value, within Fifteen (15) days from the date of such request raised.

iii. No refunds shall be made available to the Dispenser(s), Thirty (30) days from the date of invoice of such Hearing Aids(s).

iv. Any return/ exchange policy between the Dispenser(s) and the Customer(s), shall be drawn taking Section 5.5 into consideration. The Dispenser must note that it is mandatory to have a written refund/ exchange policy between the Dispenser(s) and the Customer(s), and the same must be shared with the Customer(s) at the time of sale.

Failure to adhere to this term, will lead to immediate termination of the agreement which shall be notified by Earkart and any loss and /or dispute that arises due to non-adherence of this term, the Dispenser(s) shall indemnify Earkart for any such loss and/ or dispute.

Note: Any such return/ exchange made by the Customer(s) to the Dispenser(s) shall be apprised to Earkart on the Application, within Twenty-Four (24) hours of such return/exchange made.

6. Deliverables & Representations by the Dispenser

6.1. The Dispenser undertakes to keep Earkart updated on the developments with the directed Customer(s), via the Application.

6.2. That Dispenser undertakes to update the Customer history, Audiogram, KYC details on the Application.

6.3. That it is incumbent on the Dispenser to provide the said Customer(s) with a Hearing Aid(s) of any brand and the same shall be updated on the Application pertaining to any Customer(s).



- 6.4. In case of any delay and/ or default on part of the Dispenser to clear the Earkart Invoice within Three Working (3) calendar days of transaction, Earkart shall be levying an interest of **Two Percent [2%]** which shall be compounded monthly till the date of actual and complete payment.
- 6.5. On failure, inability or refusal to pay the invoiced amount, for **Two [2]** consecutive transactions, Earkart shall immediately terminate the agreement and reserves the right to initiate appropriate legal proceedings seeking recovery of its dues along with interest and damages, which shall be at the sole cost and consequence of the Dispenser.
- 6.6. The Dispenser warrants that all Hearing Aid(s) being sold to the Customer(s) will be OEM Packed, free from faults and defects, unless otherwise there is a manufacturing defect attributable to the manufacturer of the Hearing Aid(s), and in conformation to the quality assured by the manufacturer of the Hearing Aid(s).
- 6.7. The Dispenser is not authorized to assume, on behalf of the brands of the Hearing Aid(s) being sold, any liabilities other than as set forth in the standard warranty of the brands of the Hearing Aids(s).
- 6.8. Dispenser shall avoid deception, misleading or unethical practices that are or might be detrimental to Earkart or the public, including, but not limited to, disparagement of the manufacturer whose Hearing Aid(s) they are selling to the Customer(s).
- 6.9. The Dispenser shall provide adequate service to the Customer(s) and shall always remain responsible towards such Customer(s). The Dispenser undertakes to be the sole point of contact for all after-sales/ repair service, arising out of the sale made to the Customer(s). Any subsequent invoicing in relation to such after-sales/ repair service shall be in between the Dispenser and the Customer(s).
- 6.10. The Dispenser shall keep Earkart indemnified from any/all such acts or omissions on its parts, which may directly or indirectly pose any liability against Earkart.

7. Representations of Earkart

- 7.1. Earkart's Website/ Application is a lead generation platform only and shall not be responsible for the Hearing Aid(s) being sold by the Dispenser on the Earkart platform or the after-sales/ repair services being provided by the Dispenser, post-sale of the Hearing Aid(s) to the Customer(s). Any liability that **Registered Address:** Shop No. 8-P, Street No. 6, Vasundhara Enclave, Delhi- 110096, India and the **Corporate Address:** A-133, Block A, Sector 63, Noida, Uttar Pradesh 201301, India accrues from any kind of manufacturing defect of the Hearing Aid or any act or omission that arises out of negligence/ misrepresentation/ deficiency of service by the Dealer/ manufacturer shall be attributable to the manufacturer of the Hearing Aid(s) and/ or the Dealer respectively and Earkart shall not be liable for the same.
- 7.2. Earkart shall be under no obligation in respect of any defect arising from willful damage, fair wear and tear, negligence, abnormal working conditions, failure to follow the manufacturer's instruction[s] (whether oral or written, express or implied of the Hearing Aid purchased), misuse or alteration or repair of the products purchased by the Customer(s). Any liability, subject to a threshold limit of INR 10,000 (which shall not be exceeded under any circumstances, as outlined



in Clause 10 of this agreement), if applicable, shall be governed by the terms of the Goods and Services Arrangement signed between Dispenser and Earkart.

8. Confidentiality

8.1. Both Earkart and the Dispenser recognize that each of them will be given and have access to Confidential **(including patient/ Customer(s) information)** and Proprietary information of the other Party. The Parties shall use such Confidential Information only for the purposes envisaged and specifically provided herein and shall keep such information strictly confidential and not disclose to any third party any of the confidential and proprietary information whether directly or indirectly in due course of the term of this Agreement.

8.2. Earkart commits to protect patients/ Customer(s) personal details using recognised secure data protection tools and practices. All data we hold will be anonymised. However, we will be forced to consider disclosure of certain information to legal authorities where there are strong grounds for believing that not doing so will result in harm to research participants or others, or any form of illegal activity, as outlined above and the Dispenser agrees to cooperate with Earkart to do the same.

8.3. Earkart understands the sensitivity of patients'/ Customer(s) data and intends to protect the data ensuring that no there shall be no dissemination of patients'/ Customer(s) data from them or from the Dispenser. Dispenser understands and agreed to abide by the same policy.

8.4. Earkart believes that the personal data will not be shared with any third parties for advertising or marketing purposes by the Dispenser.

8.5. While the Agreement is in effect, and indefinitely after expiration or termination, both the parties must prevent disclosure or dissemination of Confidential Information to third parties. Upon request, either Party will promptly return the other's Confidential Information.

8.6. In an event where either Party fails to uphold their obligations under this Section, such Party is liable to compensate the other Party for any resulting damages by paying Liquidated Damages to the tune of **INR 2,00,000/- (Rupees Two Lakhs only)**.

9. Termination & Dispute Resolution

9.1. Either Party can terminate the Agreement by giving minimum One [1] month advance notice in writing to the other party which shall be deemed to have been duly served, if sent by email and pre-paid registered speed post or courier with acknowledgement or by hand delivery or any other effective mode of transmission. The termination of this Agreement shall not affect accrued liabilities of both Parties and all sums so payable shall become immediately due and payable.

9.2. In case of any dispute or difference or a breach whether in full or part, as the case may be arising between the Parties in relation to or in respect of any of any terms and conditions of this Agreement, including their interpretation and/ or effect or any matter arising with regards to



performance, the Parties shall make an effort to resolve such dispute or difference within **Fifteen [15]** days or any reasonable time mutually agreed to by the Parties, such dispute or difference shall be referred to Arbitration subject to mutual consent of both the Parties.

9.3. Wherein case the Parties don't agree for an Arbitration they shall approach the court of law in **Uttar Pradesh**, having competent jurisdiction on the said matter for the appropriate action.

9.4. Whereas in case the Parties consent to Arbitration, it shall be conducted by a sole Arbitrator, who shall be mutually decided by both the Parties. The seat of Arbitration shall be Uttar Pradesh and the cost of the Arbitration shall be equally borne by the Parties. The Arbitration procedure shall be in English Language only and shall be conducted in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 or its amendments as may be made from time to time.

9.5. It is expressly agreed that this Agreement shall be governed by the laws of India and any dispute, difference or claim which may arise between the Parties in connection with the performance of this Agreement or the rights and obligations of the Parties hereto shall be subject to the exclusive jurisdiction of the courts in **Uttar Pradesh** only.

9.6. Within **Thirty [30]** days from the date of termination of the Agreement, Earkart shall, unless legally prohibited, delete all the Dispenser data from the Website/ App.

9.7. The termination of the Agreement shall not absolve either of the Parties from the default committed due to their act/ omission to complete their duties/ responsibilities arising out of this Agreement.

10. Limitation of Liability

10.1. IN NO EVENT SHALL EARKART BE LIABLE TO THE DISPENSER FOR ANY LOST OR CORRUPTED DATA, DOWNTIME, LOSS OF PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EARKART, FOR ALL CLAIMS ARISING OUT OF OR UNDER THIS AGREEMENT, EXCEED THE AMOUNT OF INR 10,000/- (TEN THOUSAND RUPEES ONLY).

11. General Clauses

11.1. **Indemnity:** The Dispenser shall keep Earkart indemnified from any/all such acts or omissions on its parts, which may directly or indirectly pose any liability against Earkart.

11.2. **Force Majeure:** Earkart shall incur no legal liability whatsoever if at any time it is unable to supply the whole or any part of the goods for reasons beyond its control including Acts of God, Acts of State/Central Governments, orders, restrictions, war like conditions, pandemics, hostilities etc. In such case the Company shall be sole judge to decide the existence of such a circumstance and its decision shall be binding on both the parties.

11.3. **Representation & Warranty:** Each Party represents and warrants that: (a) they are validly incorporated or organized under the laws of the jurisdiction of its incorporation or organization,



(b) they are validly existing and authorized to do business in the jurisdictions where such Party currently does business; (c) they have full power and authority to enter into and deliver this Agreement and to perform its obligations hereunder; (d) they have duly authorized the person executing this Agreement on behalf of such Party; and (e) this Agreement constitutes the legal, valid and binding obligations of each Party hereto, enforceable against it in accordance with its terms.

11.4. Entire Agreement: This Agreement, including any related exhibits, amendments, updates and schedules represents the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all previous oral or written agreements with respect to the subject matter of this Agreement except for any confidentiality agreement that may be in effect between the Parties. Any different or additional terms and conditions set forth in any Dispenser Invoice, Earkart invoice, confirmation, will be of no force or effect, even if signed by the Parties after the date hereof and will not amend, alter or supersede the terms of this Agreement.

11.5. Survival: Provisions that survive termination or expiration of this Agreement include those relating to warranties, confidentiality, limitation of liability, indemnification, payment, and others which by their nature are intended to survive.

11.6. Notices. Any notices required or grievance to be resolved under this Agreement must be in writing and addressed to Earkart at its address below:

Earkart Limited (formerly known as Earkart Private Limited)

Address: A-133, Ground Floor, Block A,
Sector 63, Noida, Gautam Buddha Nagar,
Uttar Pradesh- 201301 INDIA.

E-mail- legal@earkart.in

Notice must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid) and e-mail.

11.7. Severability: If any term or provision of this Agreement is found invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement and the Parties will negotiate in good faith to modify this Agreement to effect the Parties' original intent of as closely as possible.

11.8. Assignment: Dispenser cannot assign, transfer, sub-contract or delegate any of its rights or obligations under this Agreement to any third party whosoever. If Dispenser breaches this restriction, Earkart may in addition to its other remedies terminate this Agreement. Any purported assignment or delegation in violation of this section is null and void.

11.9. Governing Law: Any claim or dispute arising from or relating to this Agreement will be governed by the laws of Uttar Pradesh, India, without regard to its conflicts of law provisions, except that a Party may, at any time, seek equitable relief from a court of competent jurisdiction.

11.10. No Public Announcements: Dispenser will not make any statement (whether oral or in writing) in any press release, external advertising, marketing or promotion materials regarding the subject



11.11. **Additional terms:** Earkart reserves the right to modify this Agreement at any time without giving the Dispenser any prior notice. However, notice will be provided at the time any modifications are made by Earkart. Any such updating immediately becomes a part of the Agreement and the Dispenser is bound by it. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable to general and specific areas of the Earkart Website/ Software are also considered as part of this Agreement. By agreeing to these terms, Dispenser also agrees to the terms of use, which are available on the Website/ Application and its future updates.

Thanking You

For Earkart Limited (*Formerly known as Earkart Private Limited*)



Mrs. Monika Misra
(Whole Time Director)

Place: Noida

Date: 4th February 2025