



मध्य प्रदेश MADHYA PRADESH

BP 757174

This Stamp is a part of Merchandise and Estore Agreement between Campus Mall Pvt. Ltd. And Central University of Haryana.

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23 SEP 2021

UAI 6948491

Campus Mall Pvt. Ltd.  
74, Pookash Nagar, Near Nawakha Square,  
Indore (MP)  
Agreement

Page 12

  
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रजिस्ट्रार  
महानगरपालिका  
कलकत्ता, इन्डिया

## Merchandise and eStore Agreement

This AGREEMENT entered into on [09/10/2021] between **Campus Mall Pvt. Ltd.**, a Company incorporated under the Companies Act, 1956 and having its Registered office at 11/A Janki Nagar Annex 2, Indore, MP 452001 hereinafter referred to as "**CMPL**" (which expression shall, unless repugnant to the context or meaning thereof, and shall mean and include its successors, legal representatives and assigns) of the OTHER PART,

AND

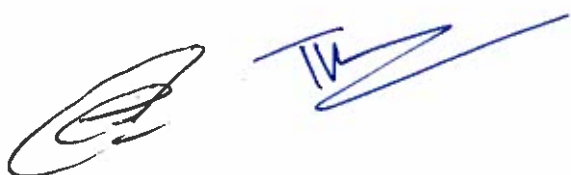
**Central University of Haryana.**, an Association incorporated under the Government of India and having its Registered office at Mahendragarh, Haryana, hereinafter referred to as '**CUH**', (which expression shall, unless repugnant to the context or meaning thereof, and shall mean and include its successors, legal representatives and assigns) of the OTHER PART,

The parties hereto have been individually referred to as "**CMPL**" and "**CUH**" and collectively referred to as "**parties**".

Whereas,

1. **CMPL** through the investment of considerable time and money has developed and is engaged in the business of providing e-commerce portal on a turnkey basis under the brand name of **CampusMall®** and is interested in furthering this business through tie up with "**CUH**" to run its merchandise program.
2. **CUH** has agreed to appoint **CMPL** to run its merchandise program and grant the right and a license to use the Association Marks for marketing, manufacturing, and distribution of apparel and accessories ("**CUH Products**") sold to consumers through its e-commerce portal ([www.campusmall.in](http://www.campusmall.in)).
3. **CUH** warrants and represents that it is the owner of all rights in and to the licensed Marks. **CUH** authorizes its Marks to **CMPL** for the sale and distribution of Products bearing the **CUH** name, nickname, and related designs, logo graphics, and symbols. This agreement does not authorize **CMPL** to sublicense Institution Marks to other parties.
4. **CMPL** is desirous of providing its services to the potential **End Users** in India and Internationally

NOW THEREFORE, in consideration of the mutual promises contained herein "**CUH**" hereby agrees to sign with "**CMPL**." as a "**Merchandise Partner**" for liaison, development and marketing its range of **CUH Products** and solutions for **CUH** community as per the terms and conditions more specifically detailed herein below in this agreement.



IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES ABOVE MENTIONED AS FOLLOWS: -

**1. DEFINITION AND INTERPRETATIONS**

- a. **"Confidential Information"** means all information, documents, accounts, business plans, software codes, algorithms, architectures, ideas, strategies, contacts and any other information of any Party, whether disclosed to the recipient Party in oral, graphic, written, electronic or machine readable form, whether or not the information is expressly stated to be confidential or marked as such, all Intellectual Property and other proprietary information including without limitation designs, customer list, technical specifications, financial information, formula and pricing information, except that the following shall not be considered Confidential Information:-
- i. That which is in the public domain other than by the recipient Party's breach of this Agreement or any other confidentiality agreement;
  - ii. That which was previously known as established by written records of the recipient Party prior to receipt from the other Party;
  - iii. That which was lawfully obtained by the recipient Party from a third Party under circumstances which caused the recipient Party to reasonably believe that such disclosure and use were lawful; and
  - iv. That which was developed independently by the recipient Party or any of its employees, agents or representatives who had no access to the Confidential Information provided by the other Party.
- b. **"End-User"** means the persons and/or entities using/purchasing products and services of CMPL.
- c. **CUH "Marks"** are defined as association name, nickname, mascot, and related designs, logo graphics and symbols.
- d. **"Intellectual Property"** includes patents, trademarks, service marks, trade names, domain names, registered designs, copyrights, rights of privacy and publicity and other forms of intellectual or industrial property, know how, software, designs, animation applets, theory articles, diagrams, graphs, audio and multimedia data in all forms, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets and any licenses and permissions in connection therewith, in each and any part of the world and whether or not registered or register able and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.
- e. **"CMPL Products"** are CMPL suite of apparels and accessories bearing the **CUH Marks** that CMPL wants to sell along with all the related services and solutions to the "End User" through the CUH eStore. Here after this will be referred to as "CMPL Product". The suite of these products will be defined as per the agreement with the CUH and is subjected to modifications, depending on the market needs assessed time to time by both the parties. Final discretion to add or remove products remains with CMPL and is not forced to create or delete a product from the products portfolio.

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## 2. ROLE AND RESPONSIBILITIES OF CUH:

"CUH" agrees to sign this exclusive AGREEMENT with CMPL and authorizes CMPL to market "CUH Products" as per below:

- a. Add a link on home page of CUH website that will link student / alumni to a dedicated CUH merchandise eStore.
- b. Share alumni database for the use of marketing and awareness of CUH merchandise and related promotional offers for CUH community.
- c. All necessary communication related to CMPL and or CUH Products from "End-User" must be forwarded in a timely manner on receipt of the same by CUH for appropriate action to ensure best customer experience.
- d. Not to engage in any activity or **agreement/partnership/dealings**, which shall be in, direct or indirect, competition or which shall be detrimental to the business interests of "CMPL" as specified in this agreement.
- e. To not involve, directly or in-directly, in the duplicity and piracy of **CUH Products** developed and or powered by **CMPL** and stop wherever it is brought to **CUH's** notice about such an event.
- f. The CUH will not go in contract (formal or informal) with any competitor company or individual of CMPL to promote, sell or represent Products and Services that are party to this agreement.

## 3. ROLE AND RESPONSIBILITIES OF CMPL

- a. Design and produce CUH branded Merchandise
- b. Launch the e-commerce platform in the form of a dedicated e-store for CUH.
- c. Manage delivery & logistics for CUH community wherever they are.
- d. Run Social Media campaign (Facebook / Twitter) to attract CUH community to CUH branded merchandise
- e. Incur expenses in designing / developing merchandise, inventory cost, marketing and delivery
- f. Pay to CUH Financial Remuneration on the value of the business generated, as per section 8 of this agreement.
- g. "CMPL" will be responsible for the servicing of the "End User" pre-sales, delivery, post-sales, exchanges, returns, etc. per the CMPL customer policy
- h. Grant access to the admin portal of CUH eStore for tracking of sales, order processing, etc. and generate quarterly reports as per CMPL's prescribed format.



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#### 4. NATURE OF RELATIONSHIP:

Merchandise Partner of "CUH" shall be an independent enterprise. Nothing shall be construed to create any other relationship.

- a. Nothing in this AGREEMENT will be construed as or be interpreted to imply, that the personnel of CMPL are employees of "CUH".
- b. The Parties explicitly understand and agree that nothing in this Agreement amounts to entering into a partnership, sub-licensing, assigning or in any manner transferring any of the rights, relating to the Technologies or Intellectual Property of CMPL.

#### 5. EXCLUSIVITY

CUH grants an exclusive right for period of this agreement to CMPL for online sale of CUH Products as exclusive provider of CUH merchandise program.

#### 6. CONFIDENTIALITY

The Parties hereto agree that during the term of this Agreement, the Parties shall exchange information, which shall be of a proprietary or confidential nature to either party.

- a. The Parties agree that they shall at all times maintain and treat this as trade secret and confidential information and shall not disclose or divulge the same or any part thereof to any Third Party without the prior written consent of either Party on their behalf.
- b. The Parties agree to use the Confidential Information only for the purposes of this Agreement or otherwise as expressly permitted by this Agreement.
- c. The Parties agree not to make copies of any such Confidential Information or any part thereof except for the purpose of this Agreement.
- d. The Parties agree that the confidential information shall be disclosed to only such employees, to whom such disclosure is necessary for the performance of the obligations contained herein on a "need to know basis". Such employees shall be made aware of the confidentiality provisions of this Agreement before such a disclosure.
- e. The Parties acknowledge that the Confidential Information, as well as the Intellectual Property of either Party is unique and valuable to it. The breach of the provisions regarding Confidential Information and/or Intellectual Property shall result in grave and irreparable loss and injury to the Party owning such information for which monetary damages alone will not be adequate relief.
- f. The Parties agree that in the event of the breach of this Clause, the affected Party shall be entitled to specific performance or injunctive relief by recourse to courts. Such remedy shall be in addition to and not in lieu of the appropriate relief by way of monetary damages.

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## 7. LIMITS OF AUTHORITY

CMPL shall not, without the written approval of "CUH" take any of the following actions:

- a. Use "CUH" name, trademarks or logos in connection with its business other than in the manner expressly authorized by "CUH".
- b. Modify or extend the AGREEMENT or the time for payment of any charge or fee required under this Agreement.

## 8. PAYMENT

"CMPL" and CUH agree that the terms of payment of the Royalty Fees payable to CUH will be as per the Payment Policy described below:

- a. Payment will be made for the CUH Products based on **10% of the net sales** (excluding of shipping discount offers and taxes costs) invoiced to End User that is compiled in a report at end of each quarter.
- b. CMPL will make payments within fifteen (15) days following the end of each calendar quarter.

## 9. DURATION, TERMINATION AND EFFECTS

Duration of this contract shall be for a period of **Five Years** and will renew automatically for two terms of 5 years each. Thereafter, it can be renewed on amicable terms. The Notice of Termination may be issued when:

- a. The CMPL does not follow any of the term or conditions of this AGREEMENT and fails to cure such breach within 15 (fifteen) days of written notification of the same.
- b. Either party may terminate this agreement at any time after year 1 of signing, without assigning any reason by giving prior written notice of ninety (90) days.
- c. Upon receipt of written notification from CUH, CMPL will discontinue production of any new products but shall retain the right to sell any remaining inventory.

## 10. LIMITATION OF LIABILITY

- a. Exclusive of liability under section 15 (Indemnification), in no event shall CMPL be liable to CUH, any licensee or any other person for any indirect, incidental, consequential or punitive damages, including loss of profits, or special or consequential damage's knowingly or unknowingly .
- b. CMPL's total liability under this Agreement for damages, costs and expenses, regardless of cause, shall not exceed the total amount of sales from CUH merchandising program in that calendar year.

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## 11. INTELLECTUAL PROPERTY RIGHTS

CMPL acknowledges that all rights in any trademarks associated with the business of CUH merchandise i.e. trademarks, service marks, logos, copyrights including goodwill pertaining thereto, shall be the sole property of "CUH". CMPL may use and display such trademarks only in the manner and for the purpose authorized "CUH" and only during the term of this AGREEMENT. "CMPL" shall not use any trademark or trade name of "CUH" in any corporate, association, or business name without "CUH's" prior written consent. Upon the termination of this AGREEMENT, CMPL shall cease all further use in its business, of trademarks or trade names identical or similar to that of "CUH".

## 12. NO LICENSES OR TRANSFER OF RIGHTS

Except for the limited rights granted herein to CUH, nothing in this AGREEMENT shall serve to transfer to CUH any of the intellectual property of "CMPL" or any of the trademarks, or any copyright in the products. CUH acknowledges and agrees that the "CMPL" has the sole right, title and interest in and to all "CMPL" marks, copyrights and other intellectual property rights in relation to this AGREEMENT.

## 13. WARRANTY

"CMPL" assures that the products do not infringe upon any statutory or common law right, or any other right of any individual or entity and neither has any notice of any potential infringement been received and that "CMPL" has at all times been operating in full compliance with all applicable laws.

## 14. NON – DISCLOSURE AGREEMENT

The parties to this AGREEMENT agree & understand that during the tenure of this AGREEMENT, either party may acquire or may become aware of information, which could be confidential and / or the property of the other party. The recipient of such information shall not disclose the same to any other person outside his organization. As regards personnel within his organization, the recipient may share such information on a 'need to know' basis and after having taken all necessary steps to ensure confidentiality.

## 15. INDEMNIFICATION

The CUH and CMPL mutually agree to fully indemnify the other party, hold its officers, directors, employees and affiliates harmless from any, and against all, costs, damages, expenses, liabilities and other claims, including attorneys' fees and court costs that may arise as a result of the breach of any term of this AGREEMENT or any of the representations and warranties contained herein.

## 16. NON-SOLICITATION

CUH agrees not to solicit / recommend / influence directly or indirectly the services of any employee of "CMPL" either for himself or any other company during the term of this AGREEMENT.

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## 17. WAIVER

The waiver of any breach or default of this AGREEMENT shall not constitute a waiver of any subsequent breach or waiver and will not act to amend or negate the rights of the waiving party.

## 18. ASSIGNMENT

Neither party should assign its rights or delegate its duties under this AGREEMENT either in whole or in part without the prior written consent of the other party. Any attempted assignment or delegation without the written consent of the other party will be void.

## 19. FORCE MAJEURE

Each party will be liable for any failure or delay in its performance under this AGREEMENT due to any cause or failure of the internet, natural calamities provided that the delaying party gives the other party prompt notice of such cause and uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

## 20. ARBITRATION

- a. The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion failing which, by arbitration.
- b. The Parties agree that the discussions shall be held in the spirit of resolution of the issues that have arisen between them with the intention of resolving the issues amicably at the earliest. If the applicant is not satisfied with the outcome of the discussions, within 15 (fifteen) days from the receipt of the response, it shall resort to arbitration.
- c. The Parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this Agreement, to arbitration by three arbitrators: one each nominated by the Parties and the other chosen by the 2 (two) arbitrators so nominated by the Parties. The parties shall share any costs and fees associated with the arbitration equally.
- d. The Parties agree that until the arbitration proceedings are complete, they shall not take their disputes to a court of law.
- e. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings.
- f. The place of arbitration shall be Indore The language to be used in the arbitration proceedings shall be English.
- g. The Parties agree that notwithstanding anything contained in this Agreement, either Party may approach any court of competent jurisdiction for any injunctive and appropriate relief when it feels that any of the terms of this Agreement are breached or likely to be breached. Such remedies

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shall not be deemed to be the exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies available at law or equity.

- h. Any dispute relating to the terms, interpretation of performance of this AGREEMENT shall be resolved at the request of either party through binding arbitration under the provisions of the Arbitration and Conciliation Act 1996 in the jurisdiction of Indore.

## 21. NOTICES

Except as otherwise expressly provided herein, all notices and other communications shall be in writing and shall be transmitted (i) by pre-paid registered mail, or (ii) by email transmission - confirmation copies to be sent by registered mail, to the parties at their registered address as described in this Agreement.

Any of the parties which may change its address for the receipt of notices or other communications will give to the other party a written notice of not less than 15 (fifteen) days.

## 22. General

- a. Entire Agreement: This Agreement constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter and no variation of this Agreement shall be effective unless reduced into writing and signed by or on behalf of each Party.
- b. Severability: In the event that any term, condition or provision of this Agreement is determined to be invalid or un-enforceable, such provision shall be deemed to be superseded by a valid, enforceable provision that most closely matches the original provision and the remainder of the Agreement shall continue in effect.
- c. No waiver: Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in this Agreement shall constitute a waiver by that Party of that or any other right, remedy or power.
- d. Partnership or agency: Nothing in this Agreement shall constitute or be deemed to constitute a partnership or agency between any of the Parties hereto and none of them shall have any authority to bind the other in any way.
- e. Timing: Parties expressly acknowledge that TIME IS OF ESSENCE in this Agreement and agrees to perform its obligations in accordance with the time schedules set herein.
- f. Taxes: The Parties agree to bear all and any tax payable on their respective income arising from and out of this Agreement.
- g. Rights: All rights granted to either of the Parties shall be cumulative and no exercise by either of the parties of any right under this agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it.

Two handwritten signatures in blue ink are present at the bottom left of the page. The signature on the left is a stylized, cursive 'A'. The signature on the right is a more formal, blocky signature, possibly 'TK', with a horizontal line underneath it.

IN WITNESS THEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and date first mentioned herein above.

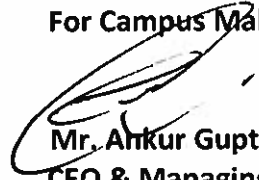
This Agreement has been executed on the date set forth herein in two (2) copies of which the Parties have taken one each.

For Central University Of Haryana



Prof. Tankeshwar Kumar  
Vice Chancellor  
Date: 18/10/2021  
Place: Mahendragarh

For Campus Mall Pvt. Ltd



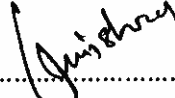
Mr. Ankur Gupta  
CEO & Managing Director  
Date: \_\_ / \_\_ / 2021  
Place: Indore

Witness 1

Signature:  18.10.2021

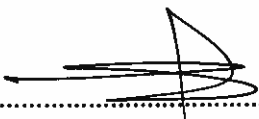
Name : Prj. Sanika Sharma  
S or D/Of : S.K. K.C. Sharma  
Address : Registrar, Central University  
of Haryana

Witness 1

Signature: 

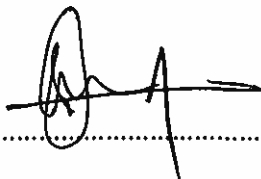
Name : Umesh Mishra  
S or D/Of : Mr. S.K. Mishra  
Address : Suvidhi Nagar, Indore

Witness 2

Signature: 

Name : SL Sharma  
S or D/Of : Assistant Registrar  
Address :

Witness 2

Signature: 

Name : KAMAL KISHORE GUPTA  
S or D/Of : SHYAM GUPTA  
Address : 68 Ambikapuri, Indore