DAILY FLOWERS INDIA PVT. LTD.

Daily Flowers Registered Flower Partner Agreement

Version 1.0.0 Status: Draft Effective: Not yet in force

Applies to: Registered Flower Partners — independent florists and flower businesses that sell and fulfil flower orders through the Daily Flowers platform under their own business name

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DRAFT — FOR LEGAL REVIEW. This document is a first draft prepared for review by Indian legal and tax advisers. It is not a final or executed agreement.

This Registered Flower Partner Agreement (the "**Agreement**") is entered into between:

1. **Daily Flowers India Pvt. Ltd.**, a company incorporated under the Companies Act, 2013, having its registered office at [REGISTERED OFFICE ADDRESS] (CIN [CIN]) ("**Daily Flowers**", which expression includes its successors and permitted assigns); and
2. **The person or business entity identified as the partner in the Partner Registration** completed on the Platform, acting through its authorised representative (the "**Partner**", which expression includes its successors and permitted assigns).

Daily Flowers and the Partner are each a "**Party**" and together the "**Parties**".

Recitals

A. Daily Flowers operates a technology platform for fresh flowers, food, gifting and recurring floral services, available at https://dailyflowersai.com and through associated mobile applications and communication channels, through which customers discover products, place and pay for orders, and receive order updates and support.

B. The Partner carries on an independent business of preparing, arranging and supplying fresh flowers and floral products under its own business name, and wishes to use the Platform to receive and fulfil orders from customers.

C. Daily Flowers is willing to admit the Partner to the Platform as a Registered Flower Partner on the terms of this Agreement. The Parties record that this admission does not make the Partner a franchisee, agent, employee or joint venturer of Daily Flowers, and does not grant the Partner any right to use the Daily Flowers brand in the conduct of its business.

The Parties therefore agree as follows.

DRAFT — FOR LEGAL REVIEW

Part 1 — Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context requires otherwise:

- "**Applicable Law**" means all laws, statutes, ordinances, rules, regulations, notifications, orders, directions, guidelines, advisories having binding effect, and judgments of any court or authority in India that apply to a Party, to the Products, or to the activities contemplated by this Agreement, as amended or re-enacted from time to time.
- "**Commercial Schedule**" means Schedule 1, together with any written commercial terms that Daily Flowers issues to the Partner through the Platform and the Partner accepts, as updated in accordance with Part 24.
- "**Commission**" means the platform commission, margin and fees payable to or retained by Daily Flowers under the Commercial Schedule.
- "**Customer**" means any person who places an Order through the Platform, and where the context requires includes the recipient named by that person.
- "**Customer Data**" means all information, including Personal Data, relating to a Customer, a recipient or an Order that the Partner receives or accesses through or in connection with the Platform.
- "**Cut-off Time**" means the latest time, shown to Customers at checkout, by which an Order must be placed for delivery in a given date or slot.
- "**Delivery Partner**" means an individual rider, delivery company or logistics provider engaged by or through Daily Flowers to collect and deliver Orders.
- "**Fulfilment**" means the preparation, arrangement, quality check, packaging and readiness for dispatch of an Order, and where the Partner has been approved to deliver its own Orders, the delivery of that Order with the required Proof of Delivery.
- "**Gross Order Value**" means the total amount payable by the Customer for the Products in an Order attributable to the Partner, including applicable taxes and any delivery or service charges attributable to the Partner's Fulfilment, before discounts, refunds or deductions.

DRAFT — FOR LEGAL REVIEW

- "**Listing**" means a Product listing published on the Platform identifying the Partner as the seller, including its name, description, images, price, availability, delivery options and any declarations required by Applicable Law.
- "**Network Order**" means an Order placed by a Customer for a product in a catalogue curated by Daily Flowers, which Daily Flowers routes to the Partner as an Offer on the basis of geography, capability, capacity, availability and performance.
- "**Offer**" means a request, sent to the Partner through the Platform, to accept Fulfilment of a specific Order, Network Order or Service Job.
- "**Offer Window**" means the period during which the Partner may accept or decline an Offer, as specified in Schedule 2.
- "**Order**" means a confirmed Customer order, paid through the Platform, for which the Partner is responsible for Fulfilment, whether arising from a Listing, a Network Order or a Service Job.
- "**Partner Account**" means the Partner's secured account on the Platform, including its partner portal.
- "**Partner Registration**" means the application, identity and business details, documents and bank details submitted by the Partner in order to be admitted to the Platform.
- "**Payment Aggregator**" means the payment aggregator or payment gateway, authorised or permitted by the Reserve Bank of India, that Daily Flowers engages to collect Customer payments, currently Razorpay, or any replacement notified by Daily Flowers.
- "**Personal Data**" has the meaning given in the Digital Personal Data Protection Act, 2023.
- "**Platform**" means the Daily Flowers website at https://dailyflowersai.com, its mobile applications, partner portal, messaging channels and related technology operated by Daily Flowers.
- "**Policies**" means the policies published by Daily Flowers on the Platform and incorporated into this Agreement under Clause 3.3, as amended from time to time.
- "**Products**" means fresh flowers, bouquets, arrangements, floral baskets, plants, floral add-ons and any other goods that the Partner is approved to supply through the Platform.
- "**Proof of Delivery**" means the evidence of delivery or service completion required by Daily Flowers, which may include a one-time password given by the recipient, a photograph, a signature or a site acknowledgement for business premises.

DRAFT — FOR LEGAL REVIEW

- "**Service Job**" means a single scheduled occurrence of a recurring floral service, including subscription deliveries and managed floral services for business customers, offered to the Partner under Clause 7.6.
- "**Settlement Cycle**" means the period for which a Settlement Statement is prepared, as specified in the Commercial Schedule.
- "**Settlement Statement**" means the statement issued to the Partner for each Settlement Cycle under Part 12.
- "**SLA**" means the service levels in Schedule 2.

1.2 Interpretation

1. Headings are for convenience only and do not affect interpretation.
2. The words "including" and "includes" are illustrative and do not limit the words that precede them.
3. A reference to a statute or rule includes it as amended, re-enacted or replaced, and any subordinate legislation made under it.
4. The Schedules and the Annexure form part of this Agreement. If there is a conflict, the order of precedence is: (a) the main body of this Agreement; (b) the Commercial Schedule; (c) the other Schedules; (d) the Policies. However, nothing in this order of precedence permits either Party to act contrary to Applicable Law.
5. Where this Agreement refers to a value "specified in the Commercial Schedule" or "specified in Schedule 2", and no value has been specified, the relevant right or obligation will not apply until a value is specified and accepted by the Partner, except where Applicable Law independently imposes a time limit or standard, in which case that legal requirement applies.

Part 2 — Nature of the Relationship

2.1 Admission as a Registered Flower Partner

Subject to the Partner completing verification under Part 4 and accepting this Agreement, Daily Flowers admits the Partner to the Platform as a Registered Flower Partner, entitled to publish Listings, to receive Offers and to fulfil Orders in the service areas and product categories approved for it from time to time.

2.2 The Partner remains an independent business

DRAFT — FOR LEGAL REVIEW

1. The Partner is and will remain an independent business operating under its own legal name and trade name (for example, "XYZ Flowers"). It carries on its business on its own account and at its own risk, with its own premises, staff, suppliers, equipment and working capital.
2. **The Partner is not a franchisee of Daily Flowers.** Admission to the Platform, the display of the Partner's Listings, the receipt of Offers or Network Orders, and compliance with Daily Flowers' quality standards do not create a franchise, and do not entitle the Partner to operate under the Daily Flowers name, to represent itself as a Daily Flowers store, outlet, branch or franchise, or to hold any territory exclusively.
3. Nothing in this Agreement creates a partnership, joint venture, agency, employment or fiduciary relationship between the Parties. Neither Party may bind the other or incur any liability on the other's behalf, except that the Partner authorises Daily Flowers to collect Customer payments for Orders on the Partner's behalf under Part 11.
4. The Partner is solely responsible for engaging, supervising, paying and complying with all laws in respect of its own staff and contractors, including wages, social security contributions and workplace safety. No employee or contractor of the Partner is an employee or contractor of Daily Flowers.
5. The Partner may sell through other channels, including its own shop and other platforms, subject only to Part 17 (Non-circumvention) and Part 16 (Confidentiality).

2.3 No brand licence

1. Daily Flowers does not grant the Partner any licence or right to use the names "Daily Flowers" or "dailyflowersai", or any Daily Flowers trade mark, logo, trade dress, domain name or packaging design (together, the "**Daily Flowers Marks**").
2. The Partner may state, accurately and without prominence greater than its own name, that it "sells on Daily Flowers" or is "a registered partner on the Daily Flowers platform", in the form and only in the contexts approved by Daily Flowers in writing. This limited statement of fact is not a licence of the Daily Flowers Marks, and Daily Flowers may withdraw the approval at any time.
3. Where Daily Flowers requires Network Orders to be presented in Daily Flowers-branded packaging, gift cards or inserts, Daily Flowers will supply or approve those materials, and the Partner may apply them only to the Network Orders for which they were supplied. This is an operational instruction, not a licence, and does not permit any other use.

DRAFT — FOR LEGAL REVIEW

4. Only a Daily Flowers franchisee, under a separate franchise agreement, receives a licence to operate under the Daily Flowers brand. If the Partner wishes to become a franchisee, that requires a separate application and a separate franchise agreement.

Part 3 — Capacity of Daily Flowers and Order Models

3.1 Two order models

Orders reach the Partner in one of two ways:

1. **Listing Orders** — the Customer selects a Product from the Partner's own Listing, which identifies the Partner as the seller before the Customer confirms the purchase. For Listing Orders, the Partner is the seller of the Products and Daily Flowers acts as a marketplace e-commerce entity that provides the Platform, facilitates the transaction and collects payment on the Partner's behalf.
2. **Network Orders** — the Customer selects a product from a catalogue curated by Daily Flowers, and Daily Flowers routes the Order to an eligible partner. For Network Orders, the capacity in which each Party acts (including which Party is the seller of record to the Customer, which Party issues the tax invoice to the Customer, and whether the Partner supplies the Products to the Customer or provides fulfilment services to Daily Flowers) is as stated in the Commercial Schedule for the relevant category.

3.2 Daily Flowers' legal responsibilities are not excluded

The Partner acknowledges that Daily Flowers has its own obligations under Applicable Law as an e-commerce entity and platform, including under the Consumer Protection Act, 2019, the Consumer Protection (E-Commerce) Rules, 2020, the Information Technology Act, 2000 and the Digital Personal Data Protection Act, 2023. This Agreement allocates operational and commercial responsibility between the Parties. It does not, and is not intended to, remove or reduce any obligation that Applicable Law places on Daily Flowers towards Customers or regulators, and Daily Flowers will continue to meet those obligations (including grievance redressal, display of required information and refund processing) irrespective of the allocation between the Parties.

3.3 Policies incorporated

The following Policies, as published on the Platform and amended from time to time, form part of this Agreement and bind the Partner: the Daily Flowers General Marketplace Seller Policy; the Daily Flowers Seller Code

DRAFT — FOR LEGAL REVIEW

of Conduct; the Daily Flowers E-Commerce / Marketplace Seller Compliance Policy (once published); the Daily Flowers Partner Compliance & Documentation Policy; and the customer-facing Cancellation, Refund, Replacement and Delivery policies insofar as they describe outcomes the Partner must support. Changes to Policies take effect under Part 24.

Part 4 — Onboarding, Verification and Activation

4.1 Verification before activation

The Partner will not be activated, and will not receive Offers or have Listings published, until Daily Flowers has completed verification of the Partner, which includes:

1. verification of the Partner's Permanent Account Number and, where the Partner is registered or required to be registered, its Goods and Services Tax Identification Number;
2. verification of the Partner's legal identity, constitution and authorised signatory;
3. verification of the bank account into which settlements will be made, in the Partner's own name;
4. the documents listed in Schedule 3; and
5. acceptance of this Agreement by electronic means under Part 27.

4.2 Accuracy and updating of information

The Partner represents that all information in its Partner Registration is true, complete and not misleading, and will update it on the Platform within the period specified in Schedule 2 after any change, including any change in ownership, constitution, registered address, tax registration, bank account or authorised signatory. Changes to bank details take effect only after re-verification by Daily Flowers.

4.3 Service areas and capabilities

Daily Flowers will record, with the Partner, the service areas (such as pincodes, localities or zones), product categories, delivery capability, operating hours and daily capacity for which the Partner is approved. The Partner may request changes through the Platform. Registration in a city does not entitle the Partner to receive all Orders in that city, and Daily Flowers does not guarantee any minimum number or value of Offers or Orders.

4.4 Refusal and conditions

DRAFT — FOR LEGAL REVIEW

Daily Flowers may decline to activate a Partner, or activate it subject to conditions (such as a restricted category list or a probation period specified in the Commercial Schedule), where verification is incomplete, information cannot be verified, or the Partner does not meet the standards in this Agreement. Daily Flowers will communicate the reason, except where Applicable Law or a regulator prevents it.

Part 5 — Roles and Responsibilities

5.1 Daily Flowers' role

Daily Flowers will, in accordance with this Agreement:

1. **Platform access** — provide the Partner with access to the Platform and the partner portal, and use reasonable efforts to keep them available, subject to maintenance, security measures and events outside its control;
2. **Marketplace discovery** — display approved Listings to Customers, applying ranking and display rules that it discloses in accordance with Applicable Law;
3. **Customer and order acquisition** — market the Platform, attract Customers and operate the checkout, at its own cost unless a promotion is funded by the Partner under Part 10;
4. **Order routing** — route Orders and Network Orders to eligible partners using objective criteria including geography, product and service capability, capacity, availability, compliance status, performance against SLA and Partner consent;
5. **Payment collection** — collect Customer payments through the Payment Aggregator and hold and apply them in accordance with Part 11 and the rules applicable to the Payment Aggregator;
6. **Promotions** — design and run platform promotions and orchestrate cross-category offers, recording for each promotion who funds it;
7. **Customer experience** — own the customer-facing interface, order communications (including SMS, WhatsApp and email notifications), customer support, the grievance redressal mechanism and refund processing;
8. **Delivery coordination** — where the Partner is not approved to deliver its own Orders, arrange collection and delivery through Delivery Partners;
9. **Settlement** — calculate, statement and pay the Partner's net settlement under Part 8; and

DRAFT — FOR LEGAL REVIEW

10. **Governance** — maintain the Policies, review Listings, monitor quality and compliance, and act on complaints and regulatory requests.

5.2 Partner's role

The Partner will, at its own cost and risk:

1. **Business verification** — complete and maintain verification under Part 4 and keep all registrations and documents valid;
2. **Listing accuracy** — ensure every Listing it creates or supplies content for is accurate, complete, not misleading and compliant with Part 6;
3. **Inventory and availability** — keep availability, capacity and operating hours up to date, and promptly mark Products or slots unavailable when it cannot fulfil them;
4. **Order acceptance** — respond to each Offer within the Offer Window, and honour every Offer it accepts;
5. **Preparation** — prepare each Order to the specification shown to the Customer, using fresh flowers and materials of the grade and quantity described;
6. **Quality and freshness** — meet the quality and freshness standards in Schedule 4;
7. **Packaging** — package each Order so that it reaches the recipient in good condition, using packaging that complies with Applicable Law, including the Plastic Waste Management Rules, 2016 as amended;
8. **Fulfilment readiness** — have each Order ready for collection (or, if self-delivering, delivered) by the time specified in Schedule 2, and mark it ready on the Platform only when it is actually ready;
9. **Seller-side compliance** — comply with all Applicable Law relating to its business, premises, staff, Products and tax;
10. **Replacements and problem orders** — prepare replacements and remedy failed or defective Orders under Part 9; and
11. **Customer issue cooperation** — cooperate promptly with Daily Flowers in investigating and resolving Customer complaints, grievances and regulatory enquiries.

5.3 Separation of fulfilment and delivery roles

Fulfilment and delivery are separate roles. Unless the Partner has been approved for self-delivery in the Commercial Schedule, Daily Flowers will arrange a Delivery Partner, and the Partner's responsibility for the

DRAFT — FOR LEGAL REVIEW

physical condition of an Order ends when the Order is handed over, in the condition required by this Agreement, to the Delivery Partner against a recorded handover on the Platform. Where the Partner is approved for self-delivery, the Partner also assumes the delivery obligations in Schedule 2, including obtaining Proof of Delivery, and the Parties may agree that the Daily Flowers Registered Delivery / Service Partner Agreement applies to that activity.

Part 6 — Listings, Content and Pricing

6.1 Listing standards

Every Listing must:

1. describe the Product accurately, including flower types, stem counts or quantity, colours, size, container or vase, and any add-ons;
2. use images that fairly represent the Product the Customer will receive, stating clearly where an image is indicative and where seasonal substitution may occur;
3. state any condition that materially affects the Customer's decision, such as seasonal availability, substitution rules or care instructions;
4. comply with the General Marketplace Seller Policy, including its prohibited and restricted products rules; and
5. include every declaration required by Applicable Law for that Product. Where a Product (such as a packaged floral accessory, chocolate or other add-on) is a pre-packaged commodity, the Partner must supply the declarations required by the Legal Metrology (Packaged Commodities) Rules, 2011, and is responsible for their correctness.

6.2 Review and publication

Listings are reviewed by Daily Flowers before publication. Daily Flowers may approve, reject, require changes to, or unpublish any Listing that does not meet this Agreement, the Policies or Applicable Law, and will record the reason. Approval of a Listing by Daily Flowers does not transfer to Daily Flowers the Partner's responsibility for the accuracy of the information it supplied.

6.3 Seller-set pricing for Listing Orders

DRAFT — FOR LEGAL REVIEW

For Listing Orders, the Partner sets the selling price of its Products, subject to: (a) the pricing rules in the General Marketplace Seller Policy; (b) the prohibition on charging more than any maximum retail price declared on a pre-packaged Product; (c) the requirement that all mandatory charges are shown to the Customer before purchase; and (d) any price band or rule for a category specified in the Commercial Schedule. The Partner must not change a price for an Order after it has been placed.

6.4 Network Order pricing

For Network Orders, the Customer price is set by Daily Flowers, and the amount payable to the Partner is determined in accordance with the Commercial Schedule. The Partner may decline a Network Order Offer where it considers the terms uneconomic, but may not vary them after acceptance.

6.5 Content licence from the Partner

The Partner grants Daily Flowers a non-exclusive, royalty-free, worldwide licence, for the term of this Agreement and for a reasonable period afterwards needed to complete open Orders and maintain records, to use, reproduce, adapt (for format and size only), display and communicate the Partner's name, trade name, logo, images and Listing content for the purposes of operating and promoting the Platform and the Partner's Listings. The Partner warrants that it owns or is licensed to grant these rights and that the content does not infringe any third party's rights.

Part 7 — Offers, Order Acceptance and Fulfilment

7.1 Offers

Daily Flowers will send the Partner Offers through the Platform, and may also notify the Partner by SMS, WhatsApp or other channels. Each Offer will show the Products, quantity, specification, delivery date or slot, delivery area and the information the Partner needs to decide whether to accept.

7.2 Acceptance, decline and expiry

1. The Partner must accept or decline each Offer within the Offer Window. The Partner is not obliged to accept any particular Offer.

DRAFT — FOR LEGAL REVIEW

2. If the Partner does not respond within the Offer Window, the Offer expires and Daily Flowers may route the Order to another partner, its own hub or another fulfilment channel without liability to the Partner.
3. Once accepted, the Offer is a binding commitment to fulfil the Order in accordance with this Agreement.
4. Offer acceptance rates, expiry rates and response times are performance measures under Part 13.

7.3 Fulfilment standards

For each accepted Order, the Partner will prepare the Products to specification, conduct a quality check, attach any gift message or card exactly as supplied, package the Order, and mark it ready by the ready-for-collection time specified in Schedule 2. Where the Platform requires a photograph of the finished Order before dispatch, the Partner will upload a true photograph of that Order.

7.4 Substitutions

The Partner may substitute a flower or material only where: (a) the Listing or Network Order specification permits substitution; (b) the substitute is of equal or higher grade and value and in keeping with the design; and (c) the Partner records the substitution on the Platform before dispatch. Any other substitution requires Daily Flowers' prior approval, which Daily Flowers may obtain from the Customer.

7.5 Inability to fulfil

If, after accepting an Offer, the Partner becomes unable to fulfil an Order on time or to specification, it must immediately notify Daily Flowers through the Platform, stating the reason. Daily Flowers may reassign the Order. Where the failure is attributable to the Partner, the consequences in Clause 9.4 and Schedule 1 apply.

7.6 Recurring Service Jobs

Daily Flowers may offer the Partner recurring Service Jobs arising from Customer subscriptions or business service agreements. Acceptance of a recurring service opportunity creates an obligation to fulfil each scheduled occurrence until the Partner withdraws on the notice period specified in the Commercial Schedule, or Daily Flowers reassigns the opportunity. Customer skips, pauses, resumes and cancellations made before the Cut-off Time will be reflected on the Platform, and the Partner must not prepare occurrences that have been skipped or cancelled. Where the Service Job includes placement of a fresh arrangement or removal of a previous one at business premises, the Partner will follow the site instructions provided and obtain the site acknowledgement required as Proof of Delivery.

DRAFT — FOR LEGAL REVIEW

7.7 Cut-off times and cancellations

1. Daily Flowers sets and displays Cut-off Times to Customers.
2. Customers may cancel an Order in accordance with the Daily Flowers Cancellation Policy. Cancellation is free before the flowers are allocated or prepared for the Order, and a cancellation charge may apply once the Order has been prepared or dispatched, as shown to the Customer at checkout.
3. Where a Customer cancels an Order after the Partner has begun preparation and a cancellation charge is retained from the Customer, the Partner's entitlement to compensation for the work done is as specified in the Commercial Schedule.
4. The Partner may not cancel an accepted Order except under Clause 7.5 or with Daily Flowers' consent.

7.8 Unpaid orders

The Partner will receive Offers only for Orders whose payment has been confirmed, or for Service Jobs under a valid subscription mandate. If cash on delivery is ever enabled by Daily Flowers, the terms will be set out in the Commercial Schedule; until then, the Partner must not accept any payment directly from a Customer for an Order.

Part 8 — Commercial Terms, Settlement and Taxes

8.1 Commission

In consideration for the Platform services, Daily Flowers will be entitled to the Commission specified in the Commercial Schedule, which may be structured as a percentage, a fixed amount, a combination, or category- or channel-specific rates. Daily Flowers may also charge the fees listed in the Commercial Schedule (for example, for optional services). No fee will be charged unless it is listed in the Commercial Schedule accepted by the Partner.

8.2 Distinction between collections and Daily Flowers revenue

The Parties acknowledge that Customer payments collected through the Payment Aggregator for Orders fulfilled by the Partner are collected, in the case of Listing Orders, on the Partner's behalf, and are not Daily Flowers'

DRAFT — FOR LEGAL REVIEW

revenue except to the extent of the Commission, fees and other amounts to which Daily Flowers is entitled under this Agreement.

8.3 Settlement waterfall

For each Order that has reached a settlement-eligible status (as defined in the Commercial Schedule, for example delivered with Proof of Delivery and past any complaint hold period), the amount payable to the Partner will be calculated in the following sequence:

1. **Gross Order Value** attributable to the Partner;
2. **less** discounts and adjustments applied to the Order, to the extent funded by the Partner under Part 10 (platform-funded discounts do not reduce the Partner's settlement);
3. **less** the Commission and any fees specified in the Commercial Schedule, together with GST charged by Daily Flowers on them;
4. **less** taxes collected or deducted at source and other statutory deductions that Daily Flowers is required by Applicable Law to make, as described in Clause 8.6;
5. **less** refunds, replacement costs, credits and adjustments attributable to the Partner under Part 9, including reversals relating to earlier Settlement Cycles;
6. **plus** any amounts due to the Partner, such as cancellation compensation under Clause 7.7(3) or corrections in the Partner's favour;
7. **equals** the **net amount payable** to the Partner.

Each Settlement Statement will show each of these lines separately.

8.4 Settlement Statements

1. Daily Flowers will issue a Settlement Statement for each Settlement Cycle through the Partner Account, listing each Order, the waterfall in Clause 8.3, and any adjustments.
2. Daily Flowers will pay the net amount shown within the period after the close of the Settlement Cycle specified in the Commercial Schedule, by electronic transfer to the verified bank account.
3. A Settlement Statement, once closed, is not edited. Any later correction, refund, reversal or dispute outcome relating to an Order in a closed statement will be recorded as a separate, visible adjustment line in a subsequent Settlement Statement.

DRAFT — FOR LEGAL REVIEW

4. If the net amount for a Settlement Cycle is negative, Daily Flowers may carry it forward and set it off against future settlements, or require payment of it within the period specified in the Commercial Schedule.

8.5 Disputes about statements

The Partner may dispute any line in a Settlement Statement by raising a dispute through the Partner Account within the period specified in the Commercial Schedule, with supporting details. Daily Flowers will review and respond with reasons. Undisputed amounts will be paid on time. Resolved disputes will be reflected as adjustment lines under Clause 8.4(3).

8.6 Taxes

1. Each Party is responsible for its own taxes. The Partner is responsible for determining and discharging the GST and other taxes on its supplies, issuing tax invoices or bills of supply where it is the supplier, and filing its returns.
2. Where Daily Flowers is required by section 52 of the Central Goods and Services Tax Act, 2017 (and corresponding State and Integrated GST provisions) to collect tax at source on the net value of taxable supplies made by the Partner through the Platform, Daily Flowers will collect it at the rate notified from time to time, deposit it, file the required statements, and show it on the Settlement Statement so that the Partner can claim credit.
3. Where Daily Flowers is required by the income-tax law in force (the provision formerly section 194-O of the Income-tax Act, 1961, now carried into the Income-tax Act, 2025 from 1 April 2026) to deduct tax at source on the gross amount of sales facilitated through the Platform, Daily Flowers will deduct it at the applicable rate, deposit it and issue the prescribed certificate.
4. GST on the Commission and fees will be charged by Daily Flowers and invoiced to the Partner.
5. The Partner must provide accurate tax information (including its GSTIN or a declaration that it is not required to be registered, and its PAN) and will bear the consequences of inaccurate information, including higher deduction rates prescribed by law.

8.7 Set-off and holds

Daily Flowers may set off against any amount payable to the Partner any amount the Partner owes Daily Flowers under this Agreement, provided the amount is shown on a Settlement Statement. Daily Flowers may

DRAFT — FOR LEGAL REVIEW

withhold settlement for specific Orders (not the Partner's entire balance, unless Part 20 applies) where there is an open Customer complaint, a suspected fraudulent Order, a chargeback, or a regulatory direction, for the period reasonably necessary to resolve it, and will release it promptly once resolved.

8.8 Payment Aggregator rules

The Partner acknowledges that Customer payments are processed and held through the Payment Aggregator in accordance with the directions of the Reserve Bank of India applicable to payment aggregators, and that settlement timing may be affected by those directions, bank holidays and the Payment Aggregator's processes. Daily Flowers will not delay settlement for any other reason beyond the period specified in the Commercial Schedule.

Part 9 — Quality, Complaints, Replacements and Refunds

9.1 Customer complaints

Daily Flowers operates the customer complaint and grievance process. When a Customer raises a complaint about an Order fulfilled by the Partner (for example, wilted or damaged flowers, wrong items, missing items, late delivery or a design materially different from the Listing), Daily Flowers will notify the Partner and may request the Partner's response and evidence, such as the pre-dispatch photograph.

9.2 Evidence and review

Daily Flowers will review the complaint, the Customer's evidence (such as photographs), the Partner's evidence and Platform records, and will decide the Customer resolution, which may be a replacement, a full or partial refund, or a credit. Daily Flowers' decision on the Customer resolution is final as between Daily Flowers and the Customer, subject to Applicable Law, but the Partner may dispute the attribution of cost to it under Clause 9.5.

9.3 Replacements

Where a replacement is the chosen resolution and the Partner is attributable, the Partner will prepare the replacement within the time specified in Schedule 2 at its own cost. Where the Partner is not attributable (for example, damage in transit by a Delivery Partner arranged by Daily Flowers), Daily Flowers may ask the Partner to prepare a replacement as a new Order, paid in accordance with the Commercial Schedule.

DRAFT — FOR LEGAL REVIEW

9.4 Cost attribution

The cost of a refund, replacement or credit will be borne:

1. by the Partner, where the issue arises from the Partner's preparation, quality, freshness, packaging, specification errors, late readiness, unapproved substitution or other breach;
2. by Daily Flowers, where the issue arises from Platform errors, Customer communication errors by Daily Flowers, or delivery by a Delivery Partner arranged by Daily Flowers after a recorded handover in good condition; and
3. as specified in the Commercial Schedule, where the cause is shared or cannot be determined.

9.5 Challenge

The Partner may challenge an attribution within the period specified in the Commercial Schedule, with evidence. Daily Flowers will reconsider in good faith and notify its decision with reasons. A pre-dispatch photograph and recorded handover will be given significant weight.

9.6 Refund processing

Refunds to Customers are processed by Daily Flowers to the original payment method (or to wallet credit where the Customer chooses it or where configured), within the timelines required by Applicable Law and the Daily Flowers Refund Policy, regardless of whether the Partner has yet reimbursed the cost.

Part 10 — Promotions

1. Every promotion on the Platform will be recorded as platform-funded, Partner-funded or shared-funded.
2. Daily Flowers may run platform-funded promotions that include the Partner's Products at its own cost, without reducing the Partner's settlement.
3. The Partner will bear the cost of a promotion only where it has opted in to a Partner-funded or shared-funded promotion through the Platform, with the funding share shown to it before opting in.

DRAFT — FOR LEGAL REVIEW

4. The Partner must not advertise or offer any discount, reference price or "sale" claim that is false or misleading, and must comply with the dark-pattern prohibitions in the Guidelines for Prevention and Regulation of Dark Patterns, 2023. From the date the Consumer Protection (E-Commerce) (Amendment) Rules, 2026 come into force, any price-reduction claim must be supported by the prior-price information those Rules require.

Part 11 — Payment Collection on Behalf of the Partner

1. The Partner appoints Daily Flowers, for Listing Orders, as its limited collection agent to receive payments from Customers through the Payment Aggregator. Receipt of payment by the Payment Aggregator on Daily Flowers' behalf discharges the Customer's payment obligation to the Partner for that Order.
2. The Partner must not ask for, accept or arrange payment from a Customer outside the Platform for any Order, or for any repeat business with a Customer first introduced through the Platform, except as Part 17 allows.
3. Chargebacks and payment disputes raised by Customers will be handled by Daily Flowers with the Payment Aggregator. Where a chargeback is upheld because of the Partner's non-fulfilment or defective fulfilment, the amount will be treated as a refund under Clause 9.4.

Part 12 — Compliance with Law

12.1 General

Each Party will comply with Applicable Law in performing this Agreement.

12.2 Partner compliance

Without limiting Clause 12.1, the Partner will:

1. hold and keep valid all registrations, licences and permissions required for its business, including shop and establishment registration where applicable, trade licence, and GST registration where required;
2. comply with the Consumer Protection (E-Commerce) Rules, 2020, in particular Rule 6 (duties of sellers on marketplace), including not adopting unfair trade practices, not posing as a consumer or posting reviews about its own Products, and providing Daily Flowers with the information it needs to display to Customers;

DRAFT — FOR LEGAL REVIEW

3. appoint a person responsible for addressing Customer grievances relating to its Products and supply that person's contact details to Daily Flowers, who will coordinate grievance handling through the Daily Flowers grievance mechanism;
4. not source, sell or use any plant or plant part whose collection or trade is prohibited or regulated under Applicable Law without the required permission;
5. comply with the Plastic Waste Management Rules, 2016 (as amended), including the prohibition of identified single-use plastic items such as polystyrene (thermocol) for decoration and plastic sticks for balloons;
6. comply with all labour, employment and workplace laws for its staff; and
7. comply with the Seller Code of Conduct, including its anti-bribery requirements.

12.3 Daily Flowers compliance

Daily Flowers will comply with its obligations as an e-commerce entity, including displaying seller information, maintaining a grievance redressal mechanism with a Grievance Officer ([NAME / DESIGNATION / CONTACT — TO BE CONFIRMED]), acknowledging and redressing consumer complaints within the timelines required by the Consumer Protection (E-Commerce) Rules, 2020, and complying with the due-diligence obligations applicable to it under the Information Technology Act, 2000 and rules made under it.

Part 13 — Performance, Audit and Records

13.1 Performance measures

Daily Flowers will measure the Partner's performance against Schedule 2, including offer acceptance and response times, on-time readiness, complaint rates, replacement rates, cancellation by Partner, and Customer ratings. The Partner can view its own performance data in the Partner Account.

13.2 Effect of performance

Performance may affect the order in which Offers are routed and the Partner's eligibility for categories, promotions and service areas. Sustained performance below the thresholds in Schedule 2 may lead to the measures in Part 20, following the ladder in the General Marketplace Seller Policy.

13.3 Records and inspection

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The Partner will keep accurate records of Orders, sourcing of Products used, quality checks and staff involved for the period specified in Schedule 3 or required by Applicable Law, whichever is longer. On reasonable notice, and at a reasonable time, Daily Flowers (or its appointed representative) may inspect the Partner's preparation area and relevant records to verify compliance with this Agreement, without unreasonably disrupting the Partner's business.

Part 14 — Representations and Warranties

14.1 Mutual

Each Party represents and warrants that it has full power and authority to enter into and perform this Agreement, that the person accepting it on its behalf is authorised to do so, and that doing so does not breach any other agreement or Applicable Law binding it.

14.2 Partner

The Partner further represents, warrants and undertakes that:

1. it is duly constituted and validly existing, and all information in its Partner Registration is true and complete;
2. it holds and will maintain all registrations and permissions required to carry on its business and supply the Products;
3. Products supplied will match their Listing or Network Order specification and will be of merchantable quality and fit for the purpose described;
4. it has the right to use all content, images, names and marks it supplies, and they do not infringe any third party's intellectual property;
5. it is not subject to any insolvency proceedings, and neither it nor its principals are debarred by any authority from carrying on business; and
6. it will not engage in any fraudulent, deceptive or unlawful conduct in connection with the Platform.

Part 15 — Intellectual Property

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1. Daily Flowers (or its licensors, including SnxwFairies Innovations Pvt. Ltd. as developer of the Platform technology) owns all rights in the Platform, the Daily Flowers Marks, the Platform's design, software, data compilations and content created by or for Daily Flowers. The Partner receives only the limited right to use the Platform for the purposes of this Agreement.
2. The Partner retains all rights in its own name, marks and original content, subject to the licence in Clause 6.5.
3. The Partner must not copy, reverse engineer, scrape, extract data from, or build a competing product from the Platform, or use automated tools to access it except as Daily Flowers permits.
4. Customer reviews and ratings submitted on the Platform, and data generated by the operation of the Platform (including performance data), are controlled by Daily Flowers, subject to Applicable Law and Part 18.

Part 16 — Confidentiality

1. Each Party will keep confidential all non-public information disclosed by the other in connection with this Agreement, including commercial terms, Commission rates, performance data, business plans, technical information and Customer Data ("**Confidential Information**"), and will use it only to perform this Agreement.
2. A Party may disclose Confidential Information to its employees, advisers and contractors who need to know it and are bound by confidentiality obligations at least as protective, or where required by Applicable Law, a court or a regulator (after giving the other Party notice where lawful).
3. The obligations do not apply to information that is or becomes public other than through breach, was lawfully known to the recipient without restriction, or is independently developed.
4. These obligations survive termination for the period specified in the Commercial Schedule, and in respect of Customer Data and trade secrets, indefinitely.

Part 17 — Non-circumvention

1. During the term of this Agreement, the Partner will not use any Customer Data or any contact with a Customer arising from an Order to solicit that Customer to place orders outside the Platform, or to move a subscription or recurring service first arranged through the Platform to a direct arrangement.

DRAFT — FOR LEGAL REVIEW

2. The Partner will not include in any Order package any flyer, card, voucher or contact detail that invites the Customer to order directly from the Partner, unless Daily Flowers has approved it in writing.
3. Nothing in this Clause prevents the Partner from serving any person who approaches it independently, through its own shop or channels, without use of Customer Data.
4. After termination, the Partner's obligation is limited to not using Customer Data or Daily Flowers' Confidential Information, which it must have deleted or returned under Part 22.

Part 18 — Data Protection

18.1 Roles

Daily Flowers is the data fiduciary for Customer Data collected through the Platform. To the extent the Partner processes Customer Data to fulfil Orders, it does so on behalf of Daily Flowers and for the purpose of fulfilling the relevant Order only.

18.2 Partner obligations

The Partner will:

1. use Customer Data only to prepare, label and fulfil the relevant Order, and to handle a complaint about it;
2. not copy, store beyond the period needed, sell, share, or use Customer Data for marketing or any other purpose;
3. restrict access to Customer Data to staff who need it for the Order;
4. keep Customer Data secure using reasonable security safeguards, including not photographing or sharing recipient details or gift messages except as the Platform requires;
5. notify Daily Flowers without delay, and in any event within the period specified in Schedule 2, after becoming aware of any personal data breach involving Customer Data, and cooperate with Daily Flowers in responding to it, including in notifying the Data Protection Board of India and affected persons where required;
6. delete Customer Data when it is no longer needed for the Order, subject to any legal retention obligation; and
7. assist Daily Flowers in responding to requests from Customers exercising their rights under Applicable Law.

DRAFT — FOR LEGAL REVIEW

18.3 Partner data

Daily Flowers will process Personal Data of the Partner's authorised representatives and staff (such as names, phone numbers and identity documents) for verification, account administration, settlement, compliance and communications, in accordance with the Daily Flowers Privacy Policy and Applicable Law. The Partner confirms that it has informed its staff of this processing.

Part 19 — Indemnity and Liability

19.1 Partner indemnity

The Partner will indemnify and hold harmless Daily Flowers, its directors, officers and employees against losses, damages, penalties, costs (including reasonable legal costs) and liabilities arising from any third-party claim, regulatory action or Customer claim to the extent caused by:

1. the Partner's breach of this Agreement, the Policies or Applicable Law;
2. any defect in, or harm caused by, Products prepared or supplied by the Partner;
3. inaccurate Listing content or declarations supplied by the Partner;
4. infringement of any third party's intellectual property by content or Products supplied by the Partner; or
5. the negligence, fraud or wilful misconduct of the Partner or its staff.

19.2 Daily Flowers indemnity

Daily Flowers will indemnify and hold harmless the Partner against losses, damages, penalties, costs and liabilities arising from any third-party claim to the extent caused by Daily Flowers' breach of Applicable Law in the operation of the Platform, infringement of a third party's intellectual property by the Platform technology (excluding content supplied by the Partner), or Daily Flowers' fraud or wilful misconduct.

19.3 Procedure

The indemnified Party will notify the indemnifying Party promptly of any claim, allow it reasonable control of the defence (except where a regulator or Customer resolution requires Daily Flowers to act directly), cooperate reasonably, and not settle the claim without consent (not to be unreasonably withheld).

19.4 Limitation of liability

DRAFT — FOR LEGAL REVIEW

Subject to Applicable Law:

1. neither Party is liable to the other for indirect or consequential loss, or for loss of profit, business or goodwill, arising under this Agreement;
2. each Party's aggregate liability to the other under this Agreement in any twelve-month period is limited to the amount specified in the Commercial Schedule; and
3. the limitations in this Clause do not apply to: liability under the indemnities in Clauses 19.1(2), 19.1(4) and 19.1(5); breach of Part 16 or Part 18; a Party's obligation to pay amounts due under Part 8; fraud or wilful misconduct; death or personal injury caused by negligence; or any liability that cannot be limited under Applicable Law.

19.5 Insurance

Where the Commercial Schedule specifies, the Partner will maintain insurance (such as public liability or product liability cover) for the amounts specified there, and provide evidence on request.

Part 20 — Suspension, Delisting and Restrictions

20.1 Grounds

Daily Flowers may, in proportion to the seriousness of the issue, restrict Offers, unpublish Listings, remove service areas or categories, place settlement for specific Orders on hold, or suspend the Partner Account where:

1. the Partner breaches this Agreement or a Policy and, where the breach is capable of remedy, does not remedy it within the cure period in Schedule 2;
2. the Partner's performance falls below Schedule 2 thresholds over the measurement period;
3. a required registration, document or verification lapses or is found to be false;
4. there is a credible complaint of a food-safety, product-safety, legal or reputational risk that requires immediate action pending investigation;
5. Daily Flowers receives an order, direction or notice from a court, regulator or law-enforcement agency; or
6. there is reasonable suspicion of fraud, circumvention or misuse of Customer Data.

20.2 Process

DRAFT — FOR LEGAL REVIEW

Except where immediate action is required under Clause 20.1(4), (5) or (6), Daily Flowers will give the Partner notice of the concern and an opportunity to respond before a suspension. In all cases Daily Flowers will communicate the measure and its reason (unless prohibited by law), and the Partner may appeal under the appeals process in the General Marketplace Seller Policy. Accepted Orders not affected by the reason for suspension may be completed, at Daily Flowers' discretion.

20.3 Settlement during suspension

Suspension does not cancel amounts already payable to the Partner for completed Orders, which will be settled in the normal cycle, subject to Clause 8.7.

Part 21 — Term and Termination

21.1 Term

This Agreement starts on the date the Partner accepts it electronically and continues until terminated under this Part.

21.2 Termination for convenience

Either Party may terminate this Agreement without cause by giving the other the notice period specified in the Commercial Schedule through the Platform or by email.

21.3 Termination for cause

Either Party may terminate this Agreement with immediate effect by written notice if the other Party:

1. commits a material breach that is not capable of remedy, or that is not remedied within the cure period specified in Schedule 2 after notice;
2. becomes insolvent, enters liquidation or has a receiver or resolution professional appointed; or
3. in the case of the Partner, commits fraud, supplies Products that cause serious harm, or is found to have supplied materially false verification information.

21.4 Termination for inactivity

DRAFT — FOR LEGAL REVIEW

Daily Flowers may terminate this Agreement if the Partner has not accepted any Offer or had any Listing Order for the continuous period specified in the Commercial Schedule, after giving notice through the Platform.

Part 22 — Consequences of Termination

On termination:

1. the Partner Account will be deactivated, and Listings will be unpublished;
2. the Partner will complete any accepted Orders unless Daily Flowers reassigns them;
3. Daily Flowers will issue a final Settlement Statement after the complaint and return hold periods for the last Orders have passed, and pay the net amount due, or the Partner will pay any net amount it owes;
4. the Partner will cease any statement that it sells on or is associated with Daily Flowers, and return or destroy any Daily Flowers-supplied packaging and materials;
5. the Partner will delete Customer Data and confirm deletion on request, subject to legal retention obligations; and
6. clauses which by their nature survive (including Parts 8 (for amounts accrued), 9 (for Orders fulfilled), 15, 16, 17(4), 18, 19, 22, 25 and 26) will survive.

Part 23 — Force Majeure

1. Neither Party is liable for failure or delay in performing its obligations (other than payment obligations) to the extent caused by an event beyond its reasonable control, including natural disaster, epidemic, flood, extreme weather, fire, war, riot, strike not limited to the affected Party's workforce, government action, road closures, or failure of public utilities or telecommunication networks ("**Force Majeure Event**").
2. The affected Party must notify the other promptly, take reasonable steps to mitigate, and resume performance as soon as possible. Daily Flowers may reassign affected Orders.
3. If a Force Majeure Event prevents performance for longer than the period specified in the Commercial Schedule, either Party may terminate this Agreement by notice.

DRAFT — FOR LEGAL REVIEW

4. A Force Majeure Event affecting the Partner does not relieve Daily Flowers of any obligation to refund Customers under Applicable Law; the cost of such refunds will be treated as not attributable to either Party unless the Commercial Schedule provides otherwise.

Part 24 — Amendment and New Versions

1. Daily Flowers may update this Agreement, the Commercial Schedule or the Policies to reflect changes in Applicable Law, regulatory guidance, the Platform or its commercial model.
2. Daily Flowers will notify the Partner of any change through the Partner Account and by email at least the notice period specified in the Commercial Schedule before it takes effect, and will make the new version available with a summary of what has changed, except where a shorter period is required to comply with Applicable Law or a regulatory direction.
3. A change that increases the Commission or fees, adds a new charge, or materially reduces the Partner's rights ("**Material Change**") takes effect only when the Partner accepts the new version electronically. Daily Flowers may require acceptance of a Material Change before the Partner receives further Offers. If the Partner does not accept, it may terminate this Agreement without penalty, and Orders accepted before the change will be completed and settled on the terms that applied when they were accepted.
4. Any other change takes effect on the date stated in the notice, and continued use of the Platform after that date constitutes acceptance.
5. Each version of this Agreement is identified by a version number and effective date. Daily Flowers will keep a record of every version and of the version accepted by the Partner, with the date, time and method of acceptance, and will apply to each Order the version in force when that Order was accepted.

Part 25 — Dispute Resolution and Governing Law

25.1 Governing law

This Agreement is governed by the laws of India.

25.2 Negotiation

DRAFT — FOR LEGAL REVIEW

The Parties will first attempt to resolve any dispute arising out of or in connection with this Agreement through the dispute process in the Partner Account and, failing resolution, through discussion between senior representatives within the period specified in the Commercial Schedule.

25.3 Arbitration

Any dispute not so resolved will be referred to and finally resolved by arbitration by a sole arbitrator appointed in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration will be [TO BE CONFIRMED — e.g. arbitration seated at Bengaluru]. The language of the arbitration will be English. Subject to the arbitration clause, the courts at the seat will have exclusive jurisdiction, including for interim relief.

25.4 Exceptions

Nothing in this Part prevents either Party from seeking urgent interim relief from a competent court, and nothing in this Part affects the rights of any Customer under the Consumer Protection Act, 2019.

Part 26 — General

26.1 Notices

Notices under this Agreement must be in writing and may be given: (a) to the Partner, through the Partner Account, by email to the address registered in the Partner Account, or by post or courier to its registered address; and (b) to Daily Flowers, by email to support@dailyflowersai.com (or any legal-notices address Daily Flowers publishes on the Platform) or by post or courier to its registered office. A notice through the Partner Account or by email is received when sent, unless the sender receives a delivery-failure message.

26.2 Assignment

The Partner may not assign, transfer or subcontract any right or obligation under this Agreement without Daily Flowers' prior written consent, except that it may engage its own staff and routine suppliers. Daily Flowers may assign or novate this Agreement to an affiliate or to a successor to the relevant business, on notice to the Partner.

26.3 Entire agreement

DRAFT — FOR LEGAL REVIEW

This Agreement, including its Schedules and the incorporated Policies, is the entire agreement between the Parties on its subject matter and supersedes any prior understanding. Nothing in this Clause limits liability for fraud.

26.4 Severability

If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions will continue in effect. The Parties will replace the invalid provision with a valid one closest to its intent.

26.5 Waiver

A failure or delay in exercising a right is not a waiver of it. A waiver is effective only if in writing.

26.6 Cumulative rights

Rights and remedies under this Agreement are in addition to those under Applicable Law, except where this Agreement expressly provides otherwise.

26.7 Anti-bribery

Each Party will comply with the Prevention of Corruption Act, 1988 and will not offer or give any bribe or improper advantage to any person, including any employee of the other Party, in connection with this Agreement.

26.8 Counterparts and records

Electronic records of this Agreement and of its acceptance, maintained by Daily Flowers, will be admissible as evidence of the terms and their acceptance, subject to Applicable Law.

DRAFT — FOR LEGAL REVIEW

Part 27 — Electronic Acceptance

1. This Agreement is an electronic record. The Partner accepts it by the affirmative act of clicking the acceptance button (or completing any other acceptance step) presented in the Partner Account by its authorised representative, after being given the opportunity to read and download the full text, including the Schedules.

2. Under section 10A of the Information Technology Act, 2000, a contract formed through electronic communication of proposal and acceptance is not unenforceable merely because electronic means were used. Each Party agrees that acceptance in this manner creates a binding agreement.
3. Daily Flowers will record, as evidence of acceptance: the identity of the accepting user and the Partner organisation, the Agreement identifier and version, the date and time of acceptance, and the acceptance method, together with such device or session information as is necessary and lawful for that purpose.
4. The person accepting on behalf of the Partner represents that they are authorised to bind the Partner.

Schedule 1 — Commercial Terms

All values in this Schedule are to be completed by Daily Flowers and accepted by the Partner. No value has yet been approved.

Item	Term
Order models enabled for this Partner (Listing Orders / Network Orders / Service Jobs)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Capacity of Daily Flowers for Network Orders, per category (marketplace or principal)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Commission on Listing Orders (basis, rate or amount, per category)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Partner payout basis for Network Orders	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Payout basis for Service Jobs (per occurrence or otherwise)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Other fees (if any) and their basis	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Payment gateway charges borne by Partner (if any)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Delivery charges and logistics deductions (where Daily Flowers arranges delivery)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

DRAFT — FOR LEGAL REVIEW

Self-delivery approval and delivery fee payable to Partner (if approved)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Settlement-eligible status (e.g. delivered and past complaint hold period)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Settlement Cycle	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Payment period after close of Settlement Cycle	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Period to pay a negative balance	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Settlement dispute window	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Attribution challenge window (Clause 9.5)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Cost sharing where fault is shared or undetermined	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Compensation to Partner on Customer cancellation after preparation	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Consequence of Partner cancellation after acceptance	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Payment for non-attributable replacements	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
GST, TCS and TDS treatment (as approved by tax adviser)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Probation period and conditions (if any)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Notice period to withdraw from recurring Service Jobs	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Liability cap (Clause 19.4)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Insurance required (type and amount), if any	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Confidentiality survival period	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Notice period for termination for convenience	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Inactivity period for termination	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

DRAFT — FOR LEGAL REVIEW

Force majeure termination threshold	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Advance notice of changes to this Agreement	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Senior-representative negotiation period before arbitration	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Price bands or category pricing rules (if any)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

Schedule 2 — Service Levels

Service level	Standard	Measurement period / threshold for action
Offer Window (time to accept or decline an Offer)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Minimum offer acceptance rate	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Ready-for-collection time before delivery slot	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
On-time readiness rate	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Pre-dispatch photograph required (Yes/No, by category)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—
Maximum complaint rate (attributable)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Response time to a complaint notification	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—
Replacement preparation time	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—

DRAFT — FOR LEGAL REVIEW

Maximum Partner cancellation rate after acceptance	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Self-delivery: on-time delivery and Proof of Delivery capture (if approved)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Time to update Partner Registration after a change	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—
Personal data breach notification to Daily Flowers	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—
Cure period for remediable breaches	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	—

Schedule 3 — Documents and Verification Checklist

Document / information	Required for	Status
Permanent Account Number (PAN) of the Partner entity or proprietor	All Partners	Mandatory
GSTIN and GST registration certificate, or declaration that registration is not required with reasons	All Partners	Mandatory (one of the two)
Proof of constitution (e.g. certificate of incorporation, partnership deed, LLP agreement, or proprietor's identity proof)	All Partners	Mandatory
Identity proof and authority of the authorised signatory (e.g. board resolution or authority letter)	All Partners other than sole proprietors	Mandatory

DRAFT — FOR LEGAL REVIEW

Shop and establishment registration or trade licence, where required by local law	Partners with premises	As applicable
Address of preparation premises and proof of address	All Partners	Mandatory
Bank account details in the Partner's name with cancelled cheque or bank statement	All Partners	Mandatory
Udyam registration certificate (MSME), if the Partner is registered	Partners registered as MSMEs	If applicable
Grievance contact person for the Partner's Products	All Partners	Mandatory
Service areas, capacity, operating hours and categories	All Partners	Mandatory
Vehicle and rider documents, if approved for self-delivery	Self-delivering Partners	As applicable
Insurance certificate, if required by Schedule 1	As specified	As applicable
Record retention period for Order, sourcing and quality records	All Partners	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

DRAFT — FOR LEGAL REVIEW

Schedule 4 — Quality and Freshness Standards

The following standards apply to all Products unless a Listing or Network Order specification states a higher standard. Grade definitions and category-specific acceptance criteria will be issued by Daily Flowers as part of the Commercial Schedule.

1. **Freshness at dispatch.** Flowers must be fresh, turgid and free from wilting, browning, bruising, mould, pests or disease, with heads and foliage intact. Minimum vase life expectations per flower type: [TO BE SPECIFIED IN COMMERCIAL SCHEDULE].
2. **Grade and quantity.** Stem counts, sizes and grades must match the Listing or specification. Grade definitions per flower type: [TO BE SPECIFIED IN COMMERCIAL SCHEDULE].
3. **Conditioning.** Flowers must be conditioned (cleaned, cut and hydrated) before arrangement, and arrangements with water sources must be sealed to prevent leakage.
4. **Design fidelity.** Colour palette, shape, size and style must be recognisably consistent with the Listing image and description.
5. **Substitutions.** Only as permitted under Clause 7.4, and recorded before dispatch.
6. **Packaging.** Packaging must protect the Product in transit, support the arrangement, keep it hydrated where required, carry any label or card supplied, and comply with the Plastic Waste Management Rules, 2016 as amended. Daily Flowers-branded materials are to be used only for Network Orders for which they were supplied.
7. **Gift messages and cards.** Messages must be reproduced exactly, legibly and privately, and must not be read aloud, photographed (except as the Platform requires) or disclosed.
8. **Hygiene and safety.** Preparation areas must be clean; sharp tools, wires and pins must not be left exposed in the finished Product; any toxic plants, allergens (such as lilies for households with cats, where disclosed) or thorns must be handled as described in the Listing.
9. **Pre-dispatch check.** Each Order must pass a visual quality check by a person other than the arranger where the Partner's staffing allows, and the pre-dispatch photograph (where required) must show the actual Order.
10. **Recurring services.** For Service Jobs at business premises, arrangements must be placed as instructed, previous arrangements removed where contracted, and the site left clean.

Annexure — Legal basis and review notes

A. Statutes and rules relied on

Law	Provision	Relevance to this Agreement

DRAFT — FOR LEGAL REVIEW

Indian Contract Act, 1872	General principles; section 27 (restraint of trade)	Formation and enforceability; limits on non-circumvention (Part 17)
Information Technology Act, 2000	Section 10A (electronic contracts); section 3A (electronic signatures); section 79 (intermediary exemption)	Electronic acceptance (Part 27); platform role
Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021	Rule 3 (due diligence)	Platform content rules and takedown
Consumer Protection Act, 2019	Chapter VI (product liability, sections 82–87); section 94	Allocation of product responsibility; e-commerce measures
Consumer Protection (E-Commerce) Rules, 2020 (G.S.R. 462(E), 23 July 2020)	Rule 4 (incl. 4(5) grievance timelines, 4(8) cancellation charges), Rule 5 (marketplace duties incl. 5(3) seller information), Rule 6 (seller duties)	Parts 3, 7, 9, 12
Consumer Protection (E-Commerce) (Amendment) Rules, 2026 (G.S.R. 789(E), 9 September 2026; in force 1 January 2027)	Prior-price display on price reductions; seller disclosures incl. GSTIN; seller name on invoices; ranking transparency	Parts 6, 10, 12
Guidelines for Prevention and Regulation of Dark Patterns, 2023 (CCPA)	Specified dark patterns (e.g. false urgency, drip pricing)	Part 10
Legal Metrology (Packaged Commodities) Rules, 2011	Rule 6 declarations; Rule 6(10) e-commerce display	Pre-packaged add-ons (Clause 6.1)
Central Goods and Services Tax Act, 2017	Section 52 (TCS by e-commerce operator); section 24 (compulsory registration)	Clause 8.6

DRAFT — FOR LEGAL REVIEW

Notification 34/2023-Central Tax (31 July 2023)	Registration exemption for certain intra-State suppliers through e-commerce operators	Clause 8.6 note
Income-tax Act, 2025 (in force 1 April 2026)	Provision corresponding to former section 194-O, Income-tax Act, 1961	Clause 8.6
Reserve Bank of India (Regulation of Payment Aggregators) Directions, 2025	Escrow and settlement rules	Clause 8.8
Digital Personal Data Protection Act, 2023 and Digital Personal Data Protection Rules, 2025	Data fiduciary / processor duties; breach notification	Part 18
Trade Marks Act, 1999	Sections 2(1)(r), 28, 29, 48	No-licence provisions (Clause 2.3)
Plastic Waste Management Rules, 2016 (as amended in 2021)	Prohibition of identified single-use plastic items	Packaging (Clause 5.2, Schedule 4)
Micro, Small and Medium Enterprises Development Act, 2006	Sections 15–18	Payment timing if Daily Flowers is a buyer (principal model)
Prevention of Corruption Act, 1988	Section 9	Anti-bribery (Clause 26.7)
Arbitration and Conciliation Act, 1996	Arbitration	Part 25

DRAFT — FOR LEGAL REVIEW

B. Open review points

1. **Order-model capacity (open question).** Marketplace versus principal model for Network Orders, and its consequences for seller disclosure, GST invoicing, TCS/TDS, MSMED payment timing and consumer liability (Clause 3.1).
2. **GST and TCS/TDS (regulatory requirement).** Treatment of exempt fresh flowers versus taxable arrangements and add-ons; applicability of section 52 TCS and of the Income-tax Act, 2025 provision corresponding to former section 194-O (Clause 8.6).
3. **Payment flow (regulatory requirement).** Split settlement or pay-out model under the payment aggregator directions (Clause 8.8).

4. **Data roles (open question).** Partner as data processor or independent data fiduciary; DPDP commencement dates (Part 18).
5. **Non-franchise characterisation (recommended protection).** Adequacy of Clause 2.3 and the branded-packaging instruction.
6. **Cancellation charge symmetry (regulatory requirement).** Rule 4(8) of the E-Commerce Rules (Clause 7.7).
7. **Non-circumvention (recommended protection).** Enforceability under section 27 of the Indian Contract Act (Part 17).
8. **Dispute resolution (open question).** Seat, institution, MSME facilitation council interaction (Part 25).
9. **Stamp duty and signature method (legal requirement).** Stamp duty on electronically accepted agreements (Part 27).
10. **2027 amendments (regulatory requirement).** Update Listing, invoicing and pricing rules before 1 January 2027 for the Consumer Protection (E-Commerce) (Amendment) Rules, 2026.
11. **Commercial values (business decision).** Every item in Schedules 1, 2 and 4 marked for specification.

DRAFT — FOR LEGAL REVIEW