

## STYLE CONSULTANCY AGREEMENT

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**THIS STYLE CONSULTANCY AGREEMENT (hereinafter referred to as “Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2016, (“Execution Date”):**

**BY AND BETWEEN:**

**VITASTAA ONLINE SERVICES PRIVATE LIMITED**, a private limited company duly incorporated under the Companies Act, 2013 and registered under the laws of India, having its registered office at Uma Maheshwari Complex, No. 1677, 22nd Cross, 27th Main Road, HSR Layout, 2nd Sector, Bangalore - 560 102 (hereinafter referred to as the “**Company**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, liquidators, successors and assigns) of the ONE PART;

**AND**

**Mr./Ms. \_\_\_\_\_**, a major, currently residing at \_\_\_\_\_, (hereinafter referred to as the “**Style Consultant**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, liquidators, successors and permitted assigns) of the OTHER PART.

**WHEREAS:**

- A.** The Company, through its online platform [www.elanstreet.com](http://www.elanstreet.com) (“**Website**”), facilitates the sale and purchase of Products and Styling Services offered by the Company, including personalized recommendations and style advice for personal clothing and accessories;
- B.** The Style Consultant has specialized knowledge and unique skills in the field of providing fashion-related guidance and styling tips as well as the ability to put together looks and outfits for the customer to benefit from;
- C.** The Style Consultant seeks to and is willing to provide to the Company the Services as hereinafter defined;

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- D.** The Company has evaluated the proposal of the Style Consultant and desires to utilize the Services from the Style Consultant;
- E.** The Parties are now desirous of recording the terms and conditions that will govern the provision of the Services by the Style Consultant to the Company;
- F.** In consideration of the mutual promises, covenants, undertakings and agreements between the Parties hereto and with a view to record the terms and conditions that will govern the provision of Services by the Style Consultant to the Company, the Parties hereby enter into this Agreement based on the terms and conditions contained herein.

**NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT WITNESSETH AS UNDER:**

**1. DEFINITIONS, INTERPRETATIONS AND GENERAL COVENANTS**

- 1.1** In this Agreement, unless it is expressly stated or otherwise required, the terms listed below shall have the meanings attached to them. These terms may be identified by the capitalization of the first letter of each principal word thereof. Further, in addition to the terms defined in Clause 1 herein, certain other capitalized terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement they shall have their respective defined meanings, unless the context, expressly or by necessary implication, require otherwise.
- 1.1.1 **“Agreement”** shall mean this Style Consultancy Agreement and includes any recitals, schedules, annexures or exhibits that may be annexed to this Agreement and any amendments made to this Agreement in writing and in accordance with the terms of this Agreement.
- 1.1.2 **“Affiliates”** shall mean any entity which is controlled by, or is under the common control of the Company by virtue of shareholding, composition of the board of directors, contract or by any other means.
- 1.1.3 **“Aggrieved Party”** means a Party who is aggrieved by a breach of the other Party of any of the terms and/or conditions and/or covenants of this Agreement.

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- 1.1.4 **“Breach”** means any act or omission or untrue, inaccurate or misleading statement that constitutes a material breach of an obligation, representation, warranty or covenants by any one of the Parties and includes the failure of any one of the Parties or their Representatives to perform their respective obligations under this Agreement.
- 1.1.5 **“Breach Notice”** means the written notice issued by an Aggrieved Party to a Party in the event of a Breach clearly specifying the following:
- a) The clause or clauses of the Agreement which have been Breached;
  - b) The manner in which the Breach is said to have occurred; and
  - c) The remedy sought from the Party causing the Breach.
- 1.1.6 **“Claim”** means any contractual, legal, administrative or regulatory proceedings by or against any of the Parties alleging any act or omission or non-performance or failure by any one of the Parties to perform any of their respective obligation, representation, warranty or covenants under any contract or Agreement, or law and includes the issue of a writ or notice or summons or cross claim or counter claim issued or initiated against or fixed upon any one or more of the Parties.
- 1.1.7 **“Claim for Breach”** means the Claim of Damages of an Aggrieved Party for Breach by the Party causing the Breach.
- 1.1.8 **“Confidential Information”** means and includes any information collected by the Company and disclosed to the Style Consultant containing the details of the Customer that may be written, oral, graphic, machine readable or in any other tangible form, irrespective of whether or not the same is marked “Confidential”, “Proprietary” or in any other manner to indicate its confidential nature. It also includes terms specified in Clause 9.
- 1.1.9 **“Consideration”** means the consideration or fee payable by the Company to the Style Consultant for the provision of Services by the Style Consultant to the Company and/or its Customers as stipulated in detail in the Annexure attached hereto.
- 1.1.10 **“Customer”** shall mean any customer or client or prospective customer or client of the Company at the relevant point in time seeking to purchase a Product or avail of a Service offered by the Company either online through its Website or offline.

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- 1.1.11 **“Damages”** means any liabilities, claims, losses, costs and expenses (including actions or proceedings in respect thereof), including reasonable legal fees and expenses sought by the Aggrieved Party.
- 1.1.12 **“Execution Date”** means the date of execution of this Agreement as stipulated in the beginning of this Agreement.
- 1.1.13 **“Intellectual Property”** shall mean any intellectual property including and without limitation to trademarks, copyrights, registered designs, rights of license, assignment, use, possession of know-how, technical or commercial information generally and any other such rights or interests in intellectual property relating to the Company whether or not utilized in the performance of this Agreement and any intellectual property (including the Look Books) developed by the Style Consultant in the performance of this Agreement, whether or not protected under any law in force.
- 1.1.14 **“Look Book”** is a set of photographs of personal clothing and accessories arranged by Style Consultants in a particular pattern to give viewers ideas on how to style outfits or to show to them the latest fashions, made for the Company’s marketing purposes.
- 1.1.15 **“Party”** refers to any of the Parties to this Agreement individually while the term **“Parties”** shall mean both of the Parties collectively.
- 1.1.16 **“Party in Breach”** means a Party who has caused a Breach of any of the terms contained in this Agreement.
- 1.1.17 **“Person”** means and includes an individual, a sole proprietorship, association, syndicate, corporation, firm, partnership, joint venture, trust, unincorporated organization, joint stock company or any other Entity or organization.
- 1.1.18 **“Representative”**, as to the Company means its accountants, counsel, consultants, officers, directors, employees, agents and any other advisors and representatives; and as to the Style Consultant means and includes his/her representatives expressly permitted by the Company.
- 1.1.19 **“Restrictive Covenants”** means the restrictive covenants relating to confidentiality, non-compete, non-solicitation and non-hire as applicable to the Style Consultant under terms of this Agreement.

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- 1.1.20 **“Services”** means one or more of all the services agreed to be provided by the Style Consultant to the Company pursuant to this Agreement and which are more fully described in the Annexure to this Agreement.
- 1.1.21 **“Specific or Injunctive Relief”** shall mean the relief which is intended to be obtained by a Party from a Court or forum of competent jurisdiction, including from an arbitrator, to secure:
- a) The specific performance by the other Party of any covenants or obligations contained in the Agreement; or
  - b) The *ad interim* or permanent injunction against the other Party to prevent any continued injury or a Breach or imminent Breach of such covenants without the necessity of proving actual damage.
- 1.1.22 **“Third Party”** means any Persons other than the two Parties themselves.

## 1.2 GENERAL INTERPRETATIONS

In this Agreement, except to the extent that the context otherwise requires:

- a) References to a statute, ordinance or other law shall be deemed to include any references to a statute, ordinance or other law as amended, supplemented or replaced from time to time in accordance with its terms and (where applicable) subject to compliance with the requirements set forth therein.
- b) References to a statute, ordinance or other law shall be deemed to include regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- c) References to clauses, exhibits and schedules are to clauses in and exhibits and schedules to this Agreement unless the context requires otherwise and the exhibits and schedules to this Agreement shall always be deemed to form a part of this Agreement.
- d) The headings are inserted only for convenience and shall not affect the construction of this Agreement.
- e) Unless the context requires otherwise, in this Agreement, the words importing the singular include the plural and *vice versa* and words importing a gender include every gender.
- f) The word “includes” wherever used in this Agreement shall always unconditionally be deemed to have been qualified with the word “but not limited to”.

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- g) Any reference to a time limit in this Agreement means the time limit set out in the relevant Clause or Sub-clause or such other time limit which may be mutually agreed by the Parties in writing.
- h) The words “hereby,” “herein,” “hereof,” “hereunder” and words of similar import refer to this Agreement as a whole (including any Schedules, Annexures and Exhibits hereto) and not merely to the specific article, clause or paragraph in which any such word appears.

## **2. APPOINTMENT AND SCOPE OF WORK**

- 2.1. The Company hereby appoints the Style Consultant for providing the Services under the terms and conditions laid down in this Agreement.
- 2.2. The Style Consultant shall exercise his/her best endeavors to ensure that the Services are provided to the Company in an effective and timely manner.
- 2.3. The Style Consultant agrees that in the event he/she is also engaged in providing Services to any other Third Party, Entity or Person, he/ she shall ensure that there is no conflict in his/ her performance under this Agreement on account of such engagement.
- 2.4. The scope of work to be provided by the Style Consultant to the Company shall be as detailed in the Annexure to this Agreement.
- 2.5. The scope of work may be amended from time to time based upon mutual agreement. Any amendments to the scope of work shall be signed by both Parties before the same becomes effective and attached to the Agreement as an annexure.

## **3. COMPENSATION AND REIMBURSEMENT**

- 3.1. In consideration for the Services to be provided by Style Consultant to the Company hereunder, the Company shall pay to the Style Consultant commissions and/or fees as specified in the Annexure.
- 3.2. In addition, the Company shall reimburse the Style Consultant for reasonable travel and other expenses the Style Consultant incurs in connection with performing the Services. To obtain reimbursement, the Style Consultant shall submit to the Company an invoice describing services rendered and expenses incurred under this Agreement. The Company shall provide any documentation requirements and any travel policy restrictions to the Style Consultant in writing in

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advance to deny reimbursement. The Company shall pay to the Style Consultant invoiced amounts within thirty (30) days after the date of invoice. The Company will accommodate the Style Consultant's request to arrange, at Company's expense, for all of the Style Consultant's travel and accommodations in connection with such meetings if they occur outside Bangalore.

#### **4. GENERAL OBLIGATIONS OF THE STYLE CONSULTANT**

- 4.1.** The Style Consultant shall be entitled to describe himself/herself as the Company's Consultant to the Customers for providing the Services but shall not hold himself/herself out as the Company's agent for providing Services to the Customers or as being able to bind the Company in any way.
- 4.2.** The Style Consultant shall not be entitled to delegate his/her obligations to any Third Party without the prior written approval of the Company's management.
- 4.3.** The Style Consultant hereby expressly agrees that he/she shall only identify the Customers to the Company and the actual Services and any agreement in relation to the Services to be provided shall be executed between the Company and the identified Customers. In this regard the Consultant is not authorized to execute any documents on behalf of the Company with any Customer.
- 4.4.** The Style Consultant shall obtain all relevant approvals, licenses and permits and at all times comply with all applicable laws, rules and regulations.
- 4.5.** The Style Consultant shall not incur any liability on behalf of the Company or in any way pledge or purport to pledge the Company's credit or purport to make any contract binding upon the Company.
- 4.6.** The Style Consultant shall not alter, obscure, remove, conceal or otherwise interfere with the text or any other marking on any documentation of the Company provided to the Style Consultant.
- 4.7.** The Style Consultant shall immediately bring to the attention of the Company any improper or wrongful use by a Third Party of the Company's Intellectual Property.
- 4.8.** The Style Consultant agrees and understands that he/she shall not be an employee of the Company and shall not be eligible for any benefits that are available to the Company's Employees. The Style

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Consultant shall be solely responsible for discharging any of his/her tax or other statutory dues on any amount paid to him/her under this Agreement.

## **5. RECORDS AND INSPECTION**

**5.1.** The Style Consultant shall maintain complete and accurate records for the Services provided by him/her under this Agreement.

**5.2.** Whenever required by the Company, the Style Consultant shall, during the term of this Agreement and any extension thereof, provide updates, from time to time, to the Company giving detailed information on the nature of Services provided by the Style Consultant.

## **6. USE OF TRADEMARKS**

**6.1.** The Style Consultant shall ensure that the trademarks and other Intellectual Property of the Company or its Affiliates are not utilized except in accordance with the terms of this Agreement.

## **7. RESTRICTIVE COVENANTS**

**7.1.** During the period of this Agreement and for a period of twelve (12) months after the expiration of this Agreement, the Style Consultant will not, directly or indirectly, either by himself/herself or in conjunction with or on behalf of any person including through an Affiliate or a relative, whether as an employee, consultant, proprietor, contractor or otherwise, whether for profit or otherwise:

- (a)** Solicit, induce, entice away or take away, hire, endeavour to solicit or to assist any Person, whether by means of the supply of names or expressing views on suitability or otherwise in whatsoever manner to solicit or entice away or take away or hire, in any manner whatsoever, any Employee, Customer or another Style Consultant of the Company or take any other action which is intended to induce any Employee of any Customer of the Company to terminate his or her employment with the Company; or
- (b)** Knowingly and intentionally interfere with the contractual relationship between the Company and any Employee, Customer or another Style Consultant or any vendor or service provider engaged by the Company. The Style Consultant acknowledges and

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agrees that the Restrictive Covenants relate to special, unique and extraordinary matters, and that a violation of the Restrictive Covenants by the Style Consultant will cause the Company irreparable injury and will be deemed a Material Breach of this Agreement.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1.** All the Intellectual Property arising out of this Agreement with respect to the Services provided by the Style Consultant (including the Look Books) shall vest solely with the Company. The Style Consultant shall not, during the term of the Agreement and during the period specified in Clause 14.1, create any Intellectual Property (including the Look Books) for any Third Party that is substantially similar to any created by the Style Consultant for the Company using the company's website.
- 8.2.** The Style Consultant hereby acknowledges and agrees that all rights, title and interests in the Intellectual Property arising out of Services provided by him/her pursuant to this Agreement shall vest solely and absolutely in the Company.
- 8.3.** The Style Consultant agrees that apart from the rights granted under this Agreement, no other rights are granted either explicitly or in an implied manner.
- 8.4.** The Style Consultant hereby undertakes that he/she will not apply for any copyright, trademark or any intellectual property in relation to any of the Intellectual Property and Confidential Information provided by the Company pursuant to this Agreement or developed by the Style Consultant either solely or jointly with the Company subsequent to the execution of this Agreement.
- 8.5.** The Style Consultant shall fully disclose, deliver and transfer to the Company and perpetually assign to the Company, the Style Consultant's entire right, title and interest, including moral rights, and on a worldwide basis, in and to any and all Intellectual Property whether patentable or copyrightable or not, originated, conceived, acquired or developed by the Style Consultant, either solely or jointly with others, which is exclusively created for the company for a consideration arising out of the performance of the Services provided to the Company by the Style Consultant under this Agreement.

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- 8.6.** All such Intellectual Property shall become and remain the exclusive property of the Company or its nominees/ representatives whether or not patented or copyrighted at a later date and without regard to the termination of this Agreement or the reasons for such termination.
- 8.7.** The Style Consultant will assist the Company and if required by the Company; a Customer in every way during and subsequent to the term of this Agreement, to obtain for its or their own benefit the patents, copyrights or other legal protection over such Intellectual Property in any and all countries in the world; and to do all such lawful acts to protect the Company's rights, title and interests, including the giving of testimony. The Style Consultant will be compensated by the Company for time spent in fulfilling these obligations at the same rate as for performing Services hereunder.
- 8.8.** The Style Consultant will make and maintain adequate and current written records of the Style Consultant's work to document all such work and Intellectual Property, in the form of notes, sketches, drawings or reports relating thereto, which shall be delivered to or made available to the Company upon request at all reasonable times.
- 8.9.** Notwithstanding any other provision of this Agreement, the Parties reserve all rights (subject to the rights granted in this Agreement), title and interest to their respective preexisting intellectual property and all such rights, title and interest shall remain the sole and exclusive property of such Party.

**9. CONFIDENTIALITY**

- 9.1.** The Style Consultant recognizes that, by virtue of this Agreement, he/she will be given and shall have access to specialized technical know-how, information, data and other confidential and proprietary information of the Company as well as information of its Customers. The Style Consultant undertakes not to divulge or communicate to any person (unless required by law or by any regulation or by any governmental authority with proper authority) or use or exploit for any purpose whatsoever, any of the trade secrets or confidential knowledge or information of the Company and the Customer which he/ she may receive or obtain as a result of entering into this Agreement. This obligation and restriction on the Style Consultant shall continue to apply without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain through no fault of the Style Consultant, or was already known by the Style Consultant prior to the disclosure by the Company.

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- 9.2.** Without limiting the foregoing, the Style Consultant agrees to hold the Company's Confidential Information in strict confidence and to use the same measures and degree of care that he/she would use to prevent disclosure of his/her own Confidential Information of like importance, but in no instance less than reasonable care.
- 9.3.** For sake of clarity, Confidential Information will include, the terms of Service, the existence, terms and conditions of this Agreement, information relating to the Company or information received from Customers and others that both Parties are obligated to treat as confidential.

## **10. REPRESENTATIONS AND WARRANTIES**

- 10.1.** The Style Consultant hereby represents and warrants to the Company that he/ she has full power and authority necessary to enter into this Agreement and that he/ she is not prohibited from entering into this Agreement by any existing laws of India.
- 10.2.** The Style Consultant hereby further represents and warrants to the Company that this Agreement will be duly authorized, executed and delivered by the Style Consultant and upon execution and delivery by him/ her will be his/ her legal, valid and binding obligation and legally enforceable in accordance with its terms.
- 10.3.** The Style Consultant hereby further represents and warrants to the Company that:
- (a)** The execution and delivery of this Agreement by the Style Consultant and the promises, Agreements or undertakings made by him/ her under this Agreement; does not violate any law or contravene the provisions of and neither constitutes a default under any documents contracts agreement or any other instruments to which they are a party or which are applicable to him/her;
  - (b)** The Style Consultant and his/her Representatives, is qualified, whether by means of education, experience, expertise or otherwise to provide the Services to the Company and its Customers pursuant to this Agreement.
  - (c)** The Style Consultant and his/ her Representatives will provide the Services with the highest standards of integrity and business ethics;
  - (d)** The Style Consultant and his/ her Representatives will, at all times, comply with laws, rules and regulations.

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- (e) With respect to any information, knowledge or data disclosed by the Style Consultant to the Company in the performance of this Agreement, the Style Consultant has the full, unrestricted and irrevocable right to disclose the same;
- (f) The Style Consultant's and his/ her Representative's use of the Intellectual Property or Confidential Information pursuant to this Agreement will not at any time infringe any Intellectual Property of any Third Party or Confidentiality obligations with any Third Party.

**10.4.** The Style Consultant irrevocably and unconditionally agrees and undertakes to assume full responsibility for any Breach of the Agreement either by himself/ herself or by any of his/ her Representatives and shall take all reasonable and necessary steps and measures to restrain his/her Representatives from the unauthorized disclosure or use of Confidential Information, including but not limited to, the execution of confidential agreements by and between the Style Consultant and such Representatives.

**10.5.** The Style Consultant represents that he/she has not induced the Company, by offering anything of material value to any Employee or Customer of the Company, to enter into this Agreement, and agrees that he/she shall not similarly induce the Company into making transactions under this Agreement.

## **11. BREACH BY PARTIES AND CONSEQUENCES THEREOF**

**11.1.** In the event of a Breach by any Party, the Aggrieved Party shall give the Party in Breach a Breach Notice.

**11.2.** In the event of the inability of the Party causing the Breach to cure the Breach considering its nature; or a failure of the Party in Breach to remedy the Breach within a period of fifteen (15) calendar days from the date of receipt of the Breach Notice, the Party causing the Breach, shall be liable to pay the Aggrieved Party the Claim for Breach. The right of the Aggrieved Party to a Claim for Breach shall be in addition to any other rights or remedies available to the Aggrieved Party under this Agreement.

**11.3.** The rights and remedies contained in this Clause 11 shall be without prejudice to the right of the Aggrieved Party to pursue Specific or Injunctive Relief.

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**12. INDEMNITY**

- 12.1 The Style Consultant agrees to indemnify and hereby does indemnify, defend and hold harmless the Company, its affiliates, and their respective officers, directors, employees, agents and the Customers from and against any reasonable claims, (including reasonable attorneys' fees) based on the untruth or breach of any representation, warranty or covenant contained in this agreement that is known to the style consultant.
- 12.2 The provisions of this Clause 12 shall survive the termination or expiry of this Agreement irrespective of the reason for such a termination or expiry.

**13. LIMITATION OF LIABILITY**

- 13.1 In addition to the specific exclusion of liabilities on the Company specified elsewhere in the Agreement, in the event of any Breach or delay in the fulfilment of the Style Consultants obligation, caused due to whatever reason, the Company shall not be held liable/ responsible.
- 13.2 The Style Consultant shall be liable to the Company and the Customers, to the fullest extent, for any loss caused due to faults attributable to the Style Consultant.
- 13.3 IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH THE AGREEMENT, EVEN IF THE COMPANY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

**14. TERM AND TERMINATION**

- 14.1 This Agreement will be for an initial period of twelve (12) months from the date hereinabove and shall thereafter be renewed by the Company in its sole discretion based on the performance of the Style Consultant on mutual terms and conditions.
- 14.2 The Company may terminate this Agreement by furnishing the Style Consultant with thirty (30) days' notice. The Style Consultant may terminate this Agreement by furnishing the Company with a notice of thirty (30) days.

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- 14.3.** The Company shall be entitled to immediately terminate this Agreement by written notice to the Style Consultant if:
- (a) The Style Consultant is found to be committing a serious Breach of this Agreement, in repeated neglect of duty, or in the case of a Breach capable of remedy, fails to remedy the same within seven (7) days after receipt of a written notice giving particulars of the breach and requiring it to be remedied;
  - (b) The Style Consultant goes under liquidation;
  - (c) The Style Consultant carries out any activity against the interests of the Company;
  - (d) The Style Consultant is found to be insincere and misleading the Company's Customers to the Company's competitors;
  - (e) The Style Consultant is discourteous to or abuses or insults (verbally or otherwise) a Customer;
  - (f) The Style Consultant undergoes or is likely to undergo a material or significant change in his/ her legal status;
  - (g) The Style Consultant ceases, or threatens to cease, to carry on his/ her business; or
  - (h) Anything analogous to any of the foregoing in relation to the Style Consultant.
- 14.4.** The quality of the Services provided by the Style Consultant shall regularly be monitored by the Company. If it is found by the Company that repeated negative feedback is provided by Customers on the quality of Services or general behavior of the Style Consultant, the Agreement may be terminated by the Company at its sole discretion.
- 14.5.** Nothing in this Agreement shall obligate the Company to terminate this Agreement upon the occurrence of any of the events referred to hereinabove, and the Company shall be at liberty to pursue any and all other remedies (including claims for damages) which it may have arising out of any non-performance, breach or default by the Style Consultant in lieu of terminating this Agreement.
- 14.6.** Upon termination of this Agreement for any reason, the Style Consultant shall be entitled to receive such compensation and reimbursement, if any, accrued under the terms of this Agreement, but unpaid, as of the date the Style Consultant ceases work under this Agreement. In addition, the Style Consultant shall be reimbursed for any non-cancellable obligations, any cancellation penalties, and,

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unless the Style Consultant terminates the Agreement without cause, any expenditures reasonably made in order to perform the Services that were to occur had cancellation not occurred.

## **15. CONSEQUENCES OF TERMINATION**

- 15.1.** In the event of breach of this Agreement by the Style Consultant, the Confidential Information and the Intellectual Property furnished by the Company and/or developed by the Style Consultant under the terms and conditions of this Agreement shall be forthwith returned to or destroyed by the Style Consultant and a certificate of destruction signed by the Style Consultant be submitted to the Company within seven (7) days from the termination of the Agreement.
- 15.2.** The Style Consultant shall thereafter cease to use any Confidential Information provided to it by the Company.
- 15.3.** Further, obligations under the clauses which by their very nature survive, shall survive the termination or lapse of the Agreement.
- 15.4.** Without prejudice to the foregoing, the termination of this Agreement pursuant to any of the provisions contained hereinabove shall not limit or otherwise affect any other remedy (including a claim for damages) which the Company may have arising out of the event which gave rise to the right of termination.

## **16. DISPUTE RESOLUTION AND ARBITRATION**

- 16.1.** If any dispute arises between the Parties hereto out of, or in connection with this Agreement, during the subsistence of this Agreement or at any time thereafter (“**Dispute**”), the Parties hereto shall endeavour to settle such a Dispute amicably.
- 16.2.** The attempt to bring about an amicable settlement of the Dispute is considered to have failed as soon as one of the Parties hereto, after reasonable attempts, which attempt shall continue for not less than thirty (30) calendar days, gives seven (7) calendar-days’ notice thereof to the other Party in writing.

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- 16.3.** In case of such failure to reach a settlement, the Dispute shall be referred to a sole Arbitrator, to be mutually appointed by the Parties. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 while the proceedings shall be held in Bangalore and shall be in English and governed by the Laws of India.
- 16.4.** When any Dispute is referred to arbitration, except for the matter under Dispute the Parties shall be entitled to exercise their remaining respective rights and shall perform their remaining respective obligations under this Agreement.
- 16.5.** It is further agreed between the Parties that where a Party is aggrieved by a Breach by the other Party or where such a Party apprehends a Breach by the other Party, the Aggrieved Party may have an unconditional right, but not an obligation, to consider such a Breach as a Dispute and proceed to seek remedy against such a Breach through arbitration proceedings.
- 16.6.** The provisions of this Clause 16 shall survive the termination or expiry of this Agreement irrespective of the reason for such a termination or expiry.

**17. RIGHTS FOR PURSUING SPECIFIC OR INJUNCTIVE RELIEF**

- 17.1.** The Parties acknowledge that the covenants and agreements referred to in this Agreement are reasonable and necessary to protect the interests of the Parties and that any violation of these covenants would cause substantial irreparable injury to either or both Parties.
- 17.2.** Accordingly, notwithstanding or any other provisions of this Agreement to the contrary, the Parties agree that a remedy for any Breach of the foregoing covenants would be inadequate and that the Parties may, in addition to any other remedies available, also be entitled to apply for Specific or Injunctive Relief.
- 17.3.** The provisions of this Clause 17 shall survive the termination or expiry of this Agreement irrespective of the reason for such a termination or expiry.

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## 18. GENERAL MISCELLANEOUS PROVISIONS

- 18.1. Notices:** All notices, communications and other correspondence required by this Agreement shall be in writing and sent by facsimile, post-paid registered or certified mail return receipt requested, or e-mail (with a copy concurrently mailed to the registered address). The date of receipt shall be deemed the date on which such notice is given. Notice to the Style Consultant shall be issued at the address provided by the Style Consultant in this Agreement. A Party may change the address to which notices are to be sent by a notice to that effect. All notices shall only be in English.
- 18.2. Severability:** In the event that any provision of this Agreement is held by a Court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the Parties. In such event, the remaining terms and conditions of this Agreement will remain in full force and effect and enforceable.
- 18.3. Force Majeure:** Any delay in or failure to perform any obligations by the Parties under this Agreement shall not constitute default hereunder if and to the extent caused by force majeure, which is defined to be occurrences beyond the reasonable control of the Party committing default, including to acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection, sabotage and non-cooperation of third parties. Provided, however, that the Style Consultant shall give written notice within a period of seven (7) days from the date of occurrence of a force majeure event to the Company. The Style Consultant shall use all reasonable efforts to avoid or remove such cause of non-performance and shall promptly re-commence performance hereunder whenever such causes of force majeure is removed.
- 18.4. Waiver:** Either Party may exercise a right, power or remedy at its sole discretion and separately or concurrently with another right, power or remedy. No failure or delay on part of a Party hereto exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other rights, powers or privileges by such Party.
- 18.5. Entire Agreement:** This Agreement, including the documents expressly incorporated by reference and the various annexures and schedules attached herewith, constitute the entire agreement between the Style Consultant and the Company with respect to the terms listed in this Agreement, and supersedes all prior or contemporaneous communications, whether electronic, oral or written.

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- 18.6.** Save and except the terms and conditions contained in this Agreement, the Parties hereto expressly, waive any and all the surviving terms contained in any and all of the other agreements, arrangements, understanding and assurances, either written or oral.
- 18.7.** This Agreement shall not be amended, modified, altered or changed in any way except by a written confirmation executed by both Parties.
- 18.8.** The Style Consultant may not assign his/her rights or delegate his/her duties under this Agreement either in whole or in part without the prior written consent of the Company. Any attempted assignment or delegation without such consent will be void.
- 18.9.** The Parties submit themselves to the exclusive jurisdiction of the courts of Bangalore.
- 18.10.** The Parties agree that they shall not make any public announcement, including press statements, or statements on the internet, and/or any disclosure of any nature whatsoever to any Person concerning the assignment and the terms and conditions contained in this Agreement without the prior written consent of the other Party.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by and through their duly authorized representatives as of the date written herein.

**Vitastaa Online Services Private Limited**

**Style Consultant**

(Sign here)

\_\_\_\_\_  
Name:

Designation:

Date:

Place:

\_\_\_\_\_  
Name:

Date:

Place:

\_\_\_\_\_  
(Sign here)

**Roles and Responsibilities of Style Consultant**

Name & Address of the Style Consultant: \_\_\_\_\_

Date of Style Consultancy Agreement: \_\_\_\_\_

**1. STYLING SERVICES**

The following Styling Services will be offered by the Company to Customers (in online and off-line models of business): **Please Tick the ones that will be provided by you.**

- a) Closet Analysis
- b) Personal Shopping
- c) Wardrobe Overhaul
- d) Make-Up Consultation
- e) Gifting Advisory
- f) Image Consulting
- g) Creating Look Books
- h) Specific Assignments as mutually agreed

**2. STYLE CONSULTANT'S RESPONSIBILITIES**

The Style Consultant shall:

- a) Provide fashion advice to the Customers; choosing and coordinating outfits and looks, choosing props and accessories and preparing them for delivery to the Customers.
- b) Identify a Customer's tastes, preferences, activities, physique and image desired by the Customer in order to customize a look for each Customer's needs.
- c) The Style Consultant shall help Customers achieve their desired looks by assisting them in the selection of personal style items.

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- d) Send each of the Customers a personalized selection within a reasonable period of time with the requisite guidance from the Company's custom built online styling Website where Customers inform the Style Consultant of their wardrobe needs (directly or through the Company/the Website).
- e) Advise the Customers on fashion styling for visuals.

### **3. CUSTOMER SERVICE MANAGEMENT**

The Style Consultant shall respond in a timely manner to the requests of the Customers and fulfill the Services in a timely and professional manner, utilizing his/ her customer support and service skills.

### **4. PROFILE MANAGEMENT**

- a) The Style Consultant may make use of the online Dashboard ("**Style Consultant Dashboard**") for efficiently managing Customers, creating Look Books and maintaining notes on styles, fashions and trends.
- b) The Style Consultant shall consistently endeavor to stay abreast with current and changing trends in fashion and design across the globe with particular emphasis on the territory handled by the Style Consultant.
- c) The Style Consultant shall come up with creative and innovative fashion styles and publish them on the Website.
- d) The Style Consultant shall endeavor to bring new collaborations and constantly engage with the Website based on reasonable requirements specified by the Company from time to time.

### **5. COMMUNICATION AND CALENDAR MANAGEMENT**

The Style Consultant shall:

- a) Promptly and clearly provide communication for Service availability and follow the standard process for this purpose, once an appointment from a Customer is fixed by the Style Consultant.
- b) Meet with the Customer at the mutually-agreed time and location, and shall communicate to the Customer and the Company of any unavoidable change in the schedule well in advance of the meeting.
- c) Respond to any queries or e-mails from the Customers in a prompt and articulate manner.

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- d) Actively engage existing Customers while also seeking to expand business and engage new Customers.

## 6. ABUSE MANAGEMENT

- a) The Company will view strictly any insult or abuse, whether verbal or otherwise, by a Customer or Seller. In the event of any such misbehavior, the Style Consultant shall immediately bring to the notice of the Company at: **style@elanstreet.com**
- b) In such an event, the Company shall take all necessary steps to disentitle the Customer or the Vendor from further accessing the Services of the Website.

## 7. PERFORMANCE MEASUREMENT AND VOC FEEDBACK

- a) The Style Consultant shall follow the agreed upon value added service standards for a seamless process from the time of the appointment of the Customer is processed until the Service is delivered.
- b) The performance of the Style Consultant will be constantly measured by the Company based on a number of factors such as quality of service, on-time response and delivery, order cycle time, flexibility to meet Customer's requirements and the Customer's feedback.
- c) The Company shall also collect feedback from the Customers ("**Voice of Customer**" or "**VOC**") on the ability of the Style Consultant to meet their expectations, speed and quality of delivery of the agreed upon styles, flexibility, creativity as well as overall experience.
- d) The quality of service provided by the Style Consultant and the styling performance shall be reviewed on a monthly, quarterly and yearly basis by the Company.
- e) The Company shall take into account any negative feedback provided by the Customers through VOC or otherwise and may use them to provide constructive suggestions in order to provide a wholesome experience to the Customers.

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**CONSIDERATION AND COMMISSIONS**

The Company shall pay the following Consideration to the Style Consultant for rendering the Services:

S No.	Service	Fee Structure	Remarks
1	Commission on sale through Product Recommendation	5% of sale value** Guidance	% commission may vary and will be notified to the consultant in advance
2	Refer a client (New client for styling services)	2% of sale value**	Will include commission on both Sale of Products & Services for first 3 months (eligible even if the service is provided by another stylist)
3	<b>Fees for specific engagements &amp; Services</b>	<b>As mutually agreed</b>	<b>As mutually agreed</b>

**\*\* Depending on the brand and category of product we will share a list separately**

**Notes:**

1. The above commissions and fees due for a particular month will be paid **by the 5<sup>th</sup> of the next month** by direct transfer (IMPS, NEFT, RTGS) into the designated bank account of the Style Consultant.
2. The commissions and fees will be paid by the Company net of service taxes deductible, if any, as well as income tax to be deducted by the Company at source under the applicable laws.

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**Commission on Services Provided by Style consultants**

S No.	Service	Commission Structure for Stylist
1	Styling Services (Online)	15%
2	Styling Services (Offline)	20%

1. The Website shall charge **20% for offline services and 15% for online services** as commission for providing the marketing & technology on the Website to the Style Consultant and will also recover service tax associated with marketing styling Services as provided by the style consultant. The charges shall be deducted from the service fees charged by the Style Consultant which shall be paid into the account of the Style Consultant after the Service is delivered satisfactorily.
2. The Company shall be at liberty to engage the services of other style consultants or stylists from time to time for certain specific assignments under a separate commercial arrangement.

All commissions payable to the Style Consultant shall be determined by the Company as per its policies from time to time.

**STYLE CONSULTANTS SETTLEMENT POLICY**

The Company shall release the payment of the Style Consultant Proceeds to the Consultant on the following basis:

Period of Delivery of Products (Days of Each Month)	Date of Payment
1 <sup>st</sup> to 31 <sup>st</sup>	5 <sup>th</sup> of the next month

Note: The commissions and fees will be paid by the Company net of service taxes deductible, if any, as well as income tax to be deducted by the Company at source under the applicable laws.

Step	Action Item
1	All the advance payments related to styling services will be kept in the nodal account & released on 5 <sup>th</sup> of every next month
2	The customer need to submit the feedback form after the styling services as a sign of service completion.

Once the transaction is completed as stated above, the remittance to st shall be made in accordance with RBI Intermediary Guidelines.

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**Stylist/Image Consultant - KYC document checklist**

- a) Kindly courier the Duly filled in & signed copy of Style Consultancy agreement & Commercials.
- b) PAN card – self attested
- c) Cancelled cheque of current account (in case current account cheque is not available, please provide savings account cheque duly stamped /signed)

for b) & c), Please provide self-attested scanned documents.

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