

Services Agreement

This services agreement (“**Agreement**”) is being entered on 1st January 2025 between

Dealskart Online Services Private Limited, having its registered address at H.No. 339A/8, Mehta Chowk, Near Juhi Clinic Dadawadi Jain Mandir Road Mehrauli Delhi 110030, and place of business at Property No 29/24/2, 25/2/1, 30/4/1, 5/1, 6/1/1, 6/1/2., Revenue Estate of Village Begumpur Khatola, Gurugram, Haryana, 122051 (“**Dealskart**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns),

And

Lenskart Solutions Private Limited having its registered address at W-123, Greater Kailash, Part 2, New Delhi – 110048, and place of business at Ground Floor, Vipul Tech Square, Sector 43, Gurugram, Haryana -122009 (“**Lenskart**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

Each a “**Party**” and together “**Parties**”.

Whereas:

- A. Pursuant to an understanding reached between Parties, Dealskart has agreed to provide the Services (as defined hereinafter) to Lenskart.
- B. Accordingly, the Parties are now desirous of entering into this Agreement to set out the terms and conditions for the matters set out in Recital A above, and for incidental and ancillary matters thereof..

Now The Parties Agree As Follows:

1. Provision of Services

- a. Subject to the terms and conditions of this Agreement, Lenskart agrees to engage Dealskart for providing the services to run retail operations of Lenskart branded stores, as more particularly described in Schedule A (“**Services**”) and Dealskart accepts such engagement. Dealskart also undertakes to provide reasonable assistance and knowledge transfer on both prospective and retrospective basis, to familiarise Lenskart and ensure smooth retail operations.
- b. Dealskart covenants that all Services provided to the Lenskart shall be in accordance with all applicable laws and Dealskart shall at all times comply with all applicable laws in the course of providing the Services.

2. Consideration

- a. In consideration of the Services, Lenskart will pay such prices as provided in Schedule A. Lenskart will make the payment to Dealskart subject to withholding of appropriate amounts of tax.
- b. During the term of this Agreement, Dealskart will keep all books, records and other data (either in electronic form or as hard copies, as applicable) with respect to the its activities relating to this Agreement in accordance with customary accounting principles. Lenskart, its auditors and representatives shall have the right to inspect and audit such books, records and other data during the said period.

3. Service Obligations

- a. Dealskart shall render services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced person; (ii) in accordance with all specifications provided by Lenskart and to Lenskart’s satisfaction; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the set up.

4. Representations and Warranties

Each Party hereby represents and warrants to the other that:

- (a) it has obtained all corporate authorisations and (save as contemplated herein) all other applicable statutory approvals required to empower it to enter into and perform its obligations under this Agreement;
- (b) this Agreement will, when executed, constitute valid and binding obligations of the relevant Party, and entry into and performance by it of this Agreement will not violate or conflict with the provisions of its memorandum and articles of association, certificate of incorporation, by-laws, or equivalent constitutional



[Handwritten signature]



documents in any way that would materially adversely affect its ability to enter into or perform its obligations under this Agreement;

(c) neither entry into this Agreement nor entry into, and implementation of, the proposed transactions by it will:

(i) result in violation or breach of any Applicable Law; or

(ii) amount to a violation or default with respect to any statute, regulation, order, decree or judgment of any court or any governmental or regulatory authority in any jurisdiction,

where, in each case, such breach, conflict or violation would materially adversely affect ability to enter into or perform its obligations under this Agreement.

5. Confidentiality

a. Dealskart shall safeguard and keep confidential any and all information relating to Lenskart and its retail operations, obtained by it or provided to it by Lenskart in connection with this Agreement, and shall use such information only for the purposes of carrying out its obligations under this Agreement.

6. Term.

a. This Agreement will be valid from the date of its execution for a period of 12 months. Either Party may terminate this agreement anytime by providing a written notice of 30 days to the other Party.

7. Liability

a. Notwithstanding any other provision herein, neither Party shall be liable for any losses, damages, liabilities, costs (including reasonable legal costs) and expenses (including taxation) arising under (a) indirect or consequential loss or a loss which, whether or not it arises as a direct and natural result of a breach of this Agreement, is not a reasonably foreseeable result of that breach; or (b) loss of anticipated savings, opportunity, revenue, profit or goodwill or other economic loss.

8. No Partnership or Agency

a. Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or legal relationship of any kind between the Parties that would impose liability upon one Party for the acts or failure to act of the other Party, or authorise either Party to act as agent for the other. Save where expressly stated in this Agreement, neither Party shall have the authority to make representations, act in the name or on behalf of or otherwise bind the other.

9. Miscellaneous

a. **Waiver.** No waiver of any provision of this Agreement shall be enforceable against that Party unless it is in writing and signed by that Party.

b. **Assignment.** Dealskart shall not assign or subcontract this Agreement, in whole or in part, without Lenskart's prior written consent.

c. **Survival.** Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry or completion of this Agreement.

d. **Governing Law.** This Agreement shall be governed by the laws of the India. The Parties submit to the exclusive jurisdiction of the courts of New Delhi.

e. **Agreement.** This Agreement contains the entire understanding of the Parties and shall be read in conjunction with each other and shall supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

f. **Notice.** Any notice or other communication required or permitted to be given between the Parties shall be in writing and duly addressed to the Parties at their address first above mentioned, or to such other address may have been notified in writing.

IN WITNESS WHEREOF these presents have been executed by the Parties hereto on the day and year first herein above written.

For Dealskart Online Services Private Limited




By: Udit Bagga

For Lenskart Solutions Private Limited




By: Neha Bansal







Schedule A

1. Services and Commercials

S.No	Services	Service Provider	Service Recipient	Price
1.	Necessary O&M services in relation to manpower services: Dealskart HO* is managing the manpower from its Head Office located in Haryana. Dealskart will provide the trained manpower necessary to run the retail operations of the Lenskart branded stores, and also manage them, in accordance with Lenskart's requirements and specifications.	Dealskart (Haryana)	Lenskart (Haryana)	Lenskart will pay to Dealskart: cost + 3% mark up on cost
2.	Necessary O&M services in relation to renting of fixed assets: Dealskart owns fixed assets at the respective GSTINs/States. Dealskart will provide the fixed assets to Lenskart stores from the respective states on rental basis. Thus, Dealskart will charge from Lenskart for such rented fixed assets utilization, depreciation and maintenance.	Dealskart (respective states/GSTINs)	Lenskart (respective stores in respective states)	Lenskart will pay to Dealskart: cost + 3% mark up on cost (Cost in this case would be the depreciation of the fixed asset for the month)
3.	Other O&M services performed by Dealskart in relation to provide operation support -In case such expenses is incurred and managed by respective states -In case such expenses are incurred and managed by HO (Haryana)	Dealskart respective states/GSTINs Dealskart Haryana	Lenskart respective stores in respective states Lenskart Haryana	Lenskart will pay to Dealskart: cost + 3% mark up on cost
4.	For Non - O&M services performed, Dealskart shall act as a pure agent of Lenskart to incur expenditure or cost. Also, Dealskart shall not hold any title to such services procured as pure agent and shall not use such supply for its own interest.	-	-	Lenskart will reimburse such pre-approved cost at actuals.

*Dealskart HO: Property No 29/24/2, 25/2/1, 30/4/1, 5/1, 6/1/1, 6/1/2,, Revenue Estate of Village Begumpur Khatola, Gurugram, Haryana, 122051

Lenskart will pay prices to Dealskart on monthly basis, or as agreed between Parties.

 



