

AIBDA STORE — PROVIDER AGREEMENT

Ref: AIBDA/SPA/2026/0012

BETWEEN

Sim Sim Mobiles

Address: 122, Near private bus stand, Perumbavoor, Ernakulam, Kerala, 683542, India
(hereinafter referred to as the "Provider")

AND

All India Blood Donors Association (AIBDA)

Address: Gandhi Bazaar, Opposite Manju Silks, Perumbavoor, Kerala – 683542
(hereinafter referred to as "AIBDA")

Effective Date: 01 August 2026

1. PURPOSE

This Agreement is entered into between the Provider and AIBDA to enable the Provider to list and offer its products and services to AIBDA members and the general public through the AIBDA Store platform.

The Provider agrees to supply the products and services it lists, at the prices and on the terms it publishes, in accordance with this Agreement.

2. REGISTRATION AND ACCOUNT

The Provider shall register a shop account on the AIBDA Store and shall keep its shop name, address, contact number, authorised persons and other particulars true, complete and up to date at all times.

The Provider is responsible for all activity carried out through its account and shall not permit any other person or business to list under it.

3. LISTINGS AND ACCURACY

1. Every product or service listed shall be genuinely available for sale from the Provider.
2. Descriptions, images, quantities, specifications, materials and service inclusions shall be accurate and shall not mislead a buyer in any manner.
3. The Provider shall promptly mark a listing as unavailable, or remove it, when the product or service can no longer be supplied.
4. The Provider shall not list any product or service it is not lawfully entitled to sell, or which it does not itself intend to supply.

4. PRICING AND OFFERS

The price, maximum retail price (MRP), discount and any offer displayed on a listing constitute a binding commitment by the Provider to the buyer.

1. The Provider shall honour the listed price and any listed discount or offer for every order placed while that listing is live.
2. The Provider shall not demand any amount in excess of the listed price, nor impose any charge that was not disclosed on the listing.
3. A displayed MRP shall be the genuine maximum retail price of the product. Inflating an MRP to exaggerate a discount is a breach of this Agreement.
4. Any change in price or offer shall take effect only for orders placed after the listing is updated.

5. ORDER FULFILMENT

The Provider shall acknowledge and fulfil orders received through the AIBDA Store within the time it has indicated, and shall deal with buyers courteously and in good faith.

Where an order cannot be fulfilled, the Provider shall inform the buyer without delay and shall refund any amount already collected for that order.

6. RETURNS, REPLACEMENT AND COMPLAINTS

The Provider shall clearly state its return, replacement and warranty terms and shall honour them, together with any right available to the buyer under applicable consumer protection law.

The Provider shall respond to buyer complaints referred by AIBDA and shall attempt to resolve them in good faith.

7. BENEFITS TO AIBDA MEMBERS

Where the Provider has published a discount, concession or other benefit for AIBDA members or AIBDA Privilege Card holders, that benefit shall be extended upon production of a valid AIBDA Membership Card or Privilege Card.

The Provider may verify the validity of a card before extending the benefit.

8. BILLING AND PAYMENT

1. Unless otherwise agreed in writing, payment for an order is settled directly between the buyer and the Provider.
2. AIBDA shall not be financially responsible for any amount payable to or by the Provider in respect of an order.
3. The Provider is solely responsible for issuing valid bills or invoices and for all taxes, duties and statutory levies arising from its sales.

9. ROLE OF AIBDA AND LIMITATION OF LIABILITY

AIBDA operates the AIBDA Store as a listing and discovery platform and acts only as a facilitator. AIBDA is not the seller of any product or service listed by the Provider.

The Provider shall remain solely responsible for the quality, safety, legality, description, delivery and after-sale support of everything it lists, and AIBDA shall not be liable for any loss, damage, defect, delay or dispute arising between the Provider and a buyer.

10. USE OF THE AIBDA NAME

The Provider may state that it is listed on the AIBDA Store. The Provider shall not otherwise use the AIBDA name, logo or marks, and shall not represent itself as an agent, partner or unit of AIBDA, without prior written consent.

11. LAWFUL TRADE

The Provider shall hold all registrations, licences and permissions required for its business and shall comply with all applicable laws, including those relating to food safety, drugs and cosmetics, weights and measures, and consumer protection.

The Provider shall not list counterfeit, prohibited, expired, unsafe or illegally imported goods, nor any item requiring a licence the Provider does not hold.

12. SUSPENSION AND REMOVAL

AIBDA may remove any listing, or suspend or terminate the Provider's shop, where AIBDA has reasonable grounds to believe that this Agreement has been breached — including a failure to supply listed products or services, a refusal to honour a listed price or offer, misleading listings, or repeated unresolved buyer complaints.

Save in cases of unlawful conduct or risk to buyers, AIBDA shall inform the Provider of the reason and afford a reasonable opportunity to remedy the breach.

13. NON-EXCLUSIVITY

This Agreement is non-exclusive.

The Provider remains free to sell through any other channel, and AIBDA remains free to list any number of other providers, including competitors of the Provider.

14. TERM

This Agreement shall become effective on the date of execution and shall remain valid for Two (2) years, unless terminated earlier in accordance with this Agreement. It may be renewed upon mutual consent.

15. TERMINATION

Either party may terminate this Agreement by giving Thirty (30) days' written notice to the other party.

Termination shall not affect obligations arising prior to the date of termination, including the obligation to fulfil orders already accepted.

16. CONFIDENTIALITY AND DATA

The Provider shall use buyer information received through the AIBDA Store only to fulfil the relevant order and to provide after-sale support.

The Provider shall not sell, publish or otherwise disclose such information, and shall comply with all applicable privacy and data protection laws.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of India.

18. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement shall first be resolved through mutual discussions between the parties.

If the dispute remains unresolved within thirty (30) days, it shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996.

- Venue of Arbitration: Kochi, Kerala
- Language of Arbitration: English

The decision of the Arbitrator shall be final and binding upon both parties. Subject to arbitration, the courts at Ernakulam/Kochi, Kerala, shall have exclusive jurisdiction.

19. FORCE MAJEURE

Neither party shall be liable for any delay or failure in performing its obligations due to circumstances beyond its reasonable control, including natural disasters, pandemics, government restrictions, war, civil disturbances, or other force majeure events.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, negotiations or communications relating to the subject matter herein. Any amendment shall be made only in writing and agreed by both parties.

21. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

For the Provider

Shop/Business Name: **Sim Sim Mobiles**

Name: **Shameer**

Designation: **Managing Director**

Date: **01 August 2026**



Signature

For All India Blood Donors Association

Organisation: **ALL INDIA BLOOD DONORS ASSOCIATION**

Name: **P. M. JAFFAR**

Designation: **Founder & Chairman**

Date: **01 August 2026**

A handwritten signature in red ink, appearing to be "P. M. Jaffar".

Signature



Electronic acceptance record — Accepted by Shameer, Managing Director from the OTP-verified mobile number *****5557 on 01 August 2026.
Agreement version 2026-07-v1.