

BUSINESS PARTNER AGREEMENT FOR FINANCIAL YEAR 2016-17



ENNATE GLOBAL SERVICES (EGS)



(Excel Innovation Beyond Imagination)

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(Service Tax Number: AIMPG3784BSD001)

This Business Partner Agreement is made and entered into by and between **Ennate Global Services**, a company incorporated under the laws of Indian Territory, having its principal place of business at **F-71, Sector-11, Noida-201301, Distt. Gautam Buddha Nagar, Uttar Pradesh-201301 (India)** (hereinafter referred to as "company") and

_____, located at _____

_____ City _____

Pin code _____ (hereinafter referred to as "business partner").

Appointment of business partner: Subject to the terms and conditions set forth in this Agreement the company hereby appoints business partner (for channel sales in India) to sell Services purchased from the company in the _____ territory only. Business partner is not an agent of company and shall not at any time represent itself as such, nor shall business partner incur, assume or create any debt, obligation, contract or release of any kind in the name of or for and on behalf of company.

Responsibility of Parties: Company & Business Partner will have responsibilities as Mentioned in the agreement. **(See Annexure 1)**

Orders and Price: All orders for Services placed by business partner shall be subject to Acceptance or no acceptance by company at its corporate headquarters, now located at **F-71, Sector-11, Noida-201301, Distt. Gautam Buddha Nagar, Uttar Pradesh-201301 (India)**. Company shall cause all items ordered by business partner to be delivered to business partner over Internet.

Business partner shall make the full payment of all costs and charges (inclusive of all applicable taxes) related to the delivery of services in advance. The Commission will be released on a monthly basis as per the commission slab achieved for the calendar **month (see Annexure 2) billing:** Company will generate a soft copy of invoice in name of business partner after service delivery.

Warranties and Limitation of Liability: In the event of the business partner or their customers prematurely discontinuing the services of the company, company's total liability to business partner resulting from the sale of services shall not exceed the price paid by business partner for such services. In case of advance subscription plan, no amount will be refunded if the services are discontinued prematurely.

Term and Termination: The initial term of this Agreement shall commence on the date of Execution of this Agreement and shall continue for a period of twelve (12) months thereafter (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall continue on a month-to-month basis. Either party may terminate this Agreement at any time for any reason upon thirty (30) days written notice to the other.

COMPANY reserves the right to terminate this Agreement at any time:

1. Upon three (3) days advance written notice in the event that any payment owing to Company services supplied to business partner is not received within fifteen (15) Days after the date on which such payment is due
2. Immediately upon written notice of termination by company in the event that business partner is in breach of any provision hereof and fails to cure such breach following written notice of breach by company and a reasonable period to cure such breach, which need not exceed thirty (30) days from the date of notice

Following is a partial list of reasons that may result in breach and termination of the Agreement. The company reserves the right to issue a warning and terminate the agreement for an unforeseen reason also.

- i. Any instance reported of selling the product below 10% of the Suggested Retail Price
- ii. Any instance reported of selling the product of direct competitors of the company
- iii. Not following the rules and guidelines of company issued from time to time
- iv. Not selling the product at suggested MRP and discounts

Ignorance of warnings will lead to the termination of the Agreement.

In the event of termination of this agreement as set forth herein, neither party shall be entitled to damages, either for special, incidental or consequential damages or damages for loss of profits.

Assignment: This Agreement and the rights, duties and obligations hereunder shall not be assigned or delegated by either party without the prior written consent of the other party.

Governing Law and Jurisdiction: This Agreement shall be interpreted and construed in accordance with the substantive laws of India and all disputes subject to Delhi court Jurisdiction.

Non- Waiver: The failure of either party to enforce its rights under any provision hereof shall not be deemed a waiver of such rights for purposes of future enforcement.

Severability: Any provision hereof which is contrary to applicable law shall, to the extent of such contravention, be severed from this Agreement and shall not impair the validity of any other term, condition or provision hereof.

Read and Understood: Each Party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms and conditions

IN WITNESS WHEREOF, this Agreement has been executed by the parties on this

_____ Day of _____, 201_____.

For Company:

Ennate Global Services(EGS)

Business Partner:

Company Name

Signature _____

Signature _____

Annexure 1

Roles & Responsibilities of COMPANY

1. Explain and demonstrate the features of the products to business partner
2. Train business partner representatives on the features of the product so they can make Customer presentations and demos

3. Train business partner on the Web Interface for managing End Customers that buys the product from the business partner
4. Share the any available product literature with business partner which explains the feature in details along with the use cases
5. Provide support to business partner in following new sale opportunity as required and agreed
6. Maintain the Servers and ensure uninterrupted service to customers will be the responsibility of Knowlarity communications
7. Technical support and customer care to End Customers on phone and email will be the responsibility of Knowlarity Communications. We will help where ever the need be.
8. Company may assist the business partner in making the sale to the End Customer in case of large orders or where customization is required

Roles & Responsibilities of business partner:

1. Identify potential sale opportunities for company's products
2. Conduct marketing activities to increase the awareness about the company's product
3. Take full responsibility to convert leads to sales and make best use of the resources provided by company
4. Conclude new sales to end customers and collect usage charges
5. Engage with existing customers to drive usage of the product
6. Ensure that end customers adheres to company's policies and guidelines of usage of product
7. Renew services of existing customers towards the end of the product term and collect renewal charges as applicable

8. Collect the KYC (Know your customer requirements) Information of the Customers.

This includes:

1. Proof of Identity (Pan Card Mandatory)
2. Proof of Address

In case of Proprietor (Utility Bill / Passport / Voter ID Card/Driving Licence / Registration Certificate etc.)

In case of Firm (Firm Registration Certificate)

In case of Company (Company registration proof.)

Annexure 2

Commission slab for new sale

Collection Amount (INR)*	Incentive Slab
Flat (On Basic amount)- 1,000- 99,999	20%
1,00,001-2,00,000	30%
2,00,001-4,99,999	35%
5,00,000 and Above	45%

Commission for all renewals

Renewals** (INR)	Incentive Slab
Flat (On Basic Amount)	5%

* Includes fresh sale, differential of cross-sell and up-sell-in a calendar month

* Renewal amount determined after deducting all applicable taxes

* Vanity / toll free number charges and any other third party charges not to be included in the Revenue amount

* If required, TDS will be deducted on the commission paid as per Income tax rules and TDS certificate will be Is-sued to business partner on a quarterly basis.

** Renewals refer to all extensions of existing subscriptions

** Commission on renewal sale will be released only if the business partner agreement is in force

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IMPORTANT NOTE:-

You can start with the cost of Rs 5,000 as inventory amount. The registration will be included into this amount. The margin for this amount will be released by 15th of next month (Every month). You can use this inventory amount as per your customer required plan.

(This being a computer-generated letter, no signature is required & is valid for all legal purposes)

