

**LAST UPDATD ON 15-01-2021**

**TERMS AND CONDITIONS FOR CHANNEL PARTNER**

THESE TERMS ARE A **LEGALLY BINDING DOCUMENT** BETWEEN YOU AND **GLOBAL GARNER SALES SERVICES PRIVATE LIMITED** (BOTH TERMS DEFINED BELOW). THESE TERMS WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME (DIRECTLY OR INDIRECTLY IN ELECTRONIC FORM OR BY MEANS OF AN ELECTRONIC RECORD OR MANUALLY SIGNED COPY) AND WILL GOVERN THE RELATIONSHIP BETWEEN YOU AND GLOBAL GARNER INCLUDING WITH RESPECT TO REGISTERING NEW CHANNEL PARTNER FOR GLOBAL GARNER AND PERFORMANCE OF ALL THE TERMS CONTAINED HEREIN.

THIS DOCUMENT IS PUBLISHED AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3 (1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011 UNDER INFORMATION TECHNOLOGY ACT, 2000 THAT REQUIRES PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND USER AGREEMENT FOR ACCESS TO OR USAGE OF THE WEBSITE.

These Terms are located at the URL **www.globalgarner.com** (the “**Website**”) and mobile application under the name and style "PARTNER-GLOBAL GARNER" (the “**Mobile App**”) and are deemed to be agreed Terms between GLOBAL GARNER SALES SERVICES PRIVATE LIMITED (hereinafter referred to as "**GLOBAL GARNER**" or "**We**" or "**Us**" or "**Our**" or "**Company**”) and You, an individual/firm/company who is registered as a Channel Partner of GLOBAL GARNER (hereinafter referred to as "**You**" or "**Your**" or "**Yourself**" or "**Channel Partner**") describe the conditions on which GLOBAL GARNER offers to accept Your performance of the obligations of a Channel Partner of GLOBAL GARNER including all incidental and ancillary thereto ("**Obligations**").

*(An electronic copy of these terms with your details duly filled-in will be sent to your registered email address or will be uploaded on the Channel Partner panel, take a printout and then self-attest all pages along with required documents, it should be again uploaded by you on website, through your Channel Partner Dashboard)*

GLOBAL GARNER and YOU are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”, as the context may require.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING ANY MATERIAL, INFORMATION OR SERVICES THROUGH THE WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT USE THE WEBSITE AND COMPLETE THE REGISTRATION PROCESS FOR CHANNEL PARTNER.

If You are accessing the GLOBAL GARNER WEBSITE or accessing the Services through the GLOBAL GARNER mobile application, then while these Terms will apply to such use, there may be additional terms (such as the terms imposed by mobile application stores like Apple's iTunes, Android's play store, Microsoft's store from time to time) which will govern the use of the mobile application. These additional terms to the extent applicable are hereby deemed to be incorporated in these Terms by way of reference.

## 1. GENERAL

- 1.1. GLOBAL GARNER SALES SERVICES PRIVATE LIMITED is a company incorporated under the Companies Act, 2013, having its registered office at A 1402-1403 Dev Vihaan, opp Motera Stadium, Motera, Ahmedabad, Gujarat, and is engaged in providing sales services whereby it provides an online marketplace enabling its Vendors to exhibit, advertise, display, make available and offer to sell the products and to enable buyers to purchase the products so offered ("**Products**"), and other incidental Services thereto ("**Services**"). The Company has further developed a unique concept where it offers cash back options to its Buyers in accordance with the provisions of Cashback as mentioned in website.
- 1.2. Upon completion of the Registration process and the receipt of acceptance of Your registration from the Company, You shall be appointed as a **Channel Partner** of the Company. It is explicitly agreed that such appointment is a non-transferrable appointment and You shall solely be liable to perform obligations due to the Company in the Territory as assigned to you by the Company as per the recruitment done by you, subject to the Terms contained herein. For the purpose of these Terms, the term "**Territory**" shall mean the territories/ pin codes opted by You by way of appointing Assistant Channel partners there under and approved by GLOBAL GARNER, where You shall perform Your obligations and duties.
- 1.3. These Terms are subject to revision by GLOBAL GARNER at any time and hence You are requested to carefully read these Terms from time to time before performing Your obligations and/or using the Website. The revised Terms shall be made available on the Website. You are requested to regularly visit the Website to view the most current Terms. In the event such a facility is provided on the Website, You can determine when GLOBAL GARNER last modified any part of the these Terms by referring to the "**LAST TERMS**" legend provided in that document. It shall be Your responsibility to check these Terms periodically for changes through link, of which is given on your dashboard at our website. GLOBAL GARNER may require You to provide Your direct or indirect consent to any update in a specified manner before further use of the Website and the Services. If no such separate consent is sought, Your continued use of the Website and/or performance of obligations, following such changes, will constitute Your acceptance of those changes.

## 2. REGISTRATION PROCESS

- 2.1. As a part of the registration process, You hereby state that You have completed the Channel Partner Registration form and have provided other relevant details as required by the Company. You represent that, in Your individual capacity, You are competent to contract, has completed 18 (Eighteen) years of age, are of sound mind and are not disqualified from entering into a lawful contract.
- 2.2. You shall not have more than one active Account (defined hereunder) on the Website. You also represent that You shall provide to the Company information about Yourself such as name, contact details, email address, bank account details, PAN No., GST Registration number, Aadhar Card Number, and other compliance related details through the Registration Form and that such information is true and correct as on date.
- 2.3. If You provide any information that is untrue, inaccurate, not correct or incomplete (or becomes untrue, inaccurate, not current or incomplete), or GLOBAL GARNER has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, GLOBAL GARNER has the right to suspend or terminate Your registration and refuse any and all current or future performance of obligations (or any portion thereof).

- 2.4. You shall have the option to accept or decline to these Terms. Please provide acceptance to these Terms if and only if You are agreeable to the provisions provided herein. On Your acceptance of these Terms, The Company will send a “**Terms Acceptance Notification**,” along with a copy of these Terms in PDF format, to the email address provided in by You in the Channel Partner Registration Form to enable You to carry out the requirements of Article 24.
- 2.5. If You are not agreeable to the provisions of these Terms, please decline by clicking on the appropriate box. This will stop the registration process. After acceptance of terms by you, you shall be appointed as Channel Partner for the territory with 10 Pin code as allotted to you, by the Company through your Master Channel Partner.
- 2.6. After fulfilment of Registration process of being Channel Partner (CP), you will be Non-exclusive Head of sales of Global Garner business in assigned 10 Pin codes on the basis of your recruitment. You shall be eligible for recruiting maximum Ten (10) Assistant Channel Partners (ACP) for Pin codes in your territory, as assigned by Master Channel Partner. Each ACP will be allotted one Pincode, therefore you will be eligible for 10 Pin codes in the assigned territory. You shall be eligible for total 10 Assistant channel partners with 1 Pincode each which shall be given appointment under you, totalling to 10 Pin codes under you. . After completion of this basic team size , you are also eligible for more team size on achievement of targets allotted by the Company, which may vary from time to time.

### **3. REQUIREMENT OF BEING CHANNEL PARTNER**

- 3.1 Minimum Educational Qualification: Graduation in any stream.
- 3.2 Minimum Age: 18 Years (No Upper Age Limit) with Command over Local Spoken Language
- 3.3 You will be allotted 10 pin codes by your Master Channel Partner on recruitment of 10 Assistant Channel Partners
- 3.3 You will be allotted pin code / territory on recruitment of Assistant Channel Partner.
- 3.4 You must have office space for meeting of at least 20-25 persons at your own expenses.
- 3.5 You have to appoint 4 staff members for training and support of vendors and partners of your territory.
- 3.6 An office equipment for business purpose like high speed computer, high speed internet connection, Printer, Scanner, Projector and a smart TV must be there. The expenses of the said equipment shall be borne by you.
- 3.7 Company can decide your future in the Company on its own discretion depending upon your performance and targets achieved.

### **4. DURATION AND COMMENCEMENT**

- 4.1. These Terms shall govern the relation between the Parties from the date You registered on the Website of the Company or with the company or when this terms physically signed by you, whichever earlier.
- 4.2. Your association with the Company shall continue until a notice of termination is served by either of the Parties and duly accepted by the other Party as per Article 22 of these Terms by GLOBAL GARNER. You may also send a seven (7) day prior notice of withdrawal to the Company.
- 4.3. Upon the fulfilment of the requirements prescribed in the Article 3, these Terms shall be legally binding between You and the Company.
- 4.4. You may choose to renew Your association with the Company after Your withdrawal. However, You must agree to receive any revised Terms/rates of Consideration as then presently payable by the Company.
- 4.5. The registration of the Channel Partner as prescribed by these Terms shall be a non-exclusive and non-transferable registration and all the duties and obligations given to You by the Company shall not be subrogated.

## **5. DUTIES AND RESPONSIBILITIES**

- 5.1. Being the Channel Partner, you have to plan for marketing and advertisement in your territory. You shall be ready to spend minimum Rs. 1,00,000/- per month to develop your area and manage all Global Garner working like, promotional activities, marketing, advertising and training in your Pin codes.
- 5.2. As a Channel Partner your prime duty includes selling of UPOS as per assigned target and recruitment of 10 Assistant Channel Partners for 10 pin code in your territory which will be assigned by Master Channel Partner. These Assistant Channel Partners will be eligible for 1 Pin code each. This team have to primarily sell UPOS and work towards recruitment of Vendors.
- 5.3. You shall be eligible for incentive depending upon the recruitment and sales done by you and 10 Pin codes will be assigned to you as per the recruitment of Assistant Channel Partner under you, down the line.
- 5.4. You can recruit ACPs only in your allotted territory. You can also refer other ACP, CP, MCP anywhere in India if you become eligible under Split -partnership programme by achieving the required targets of split partnership and then you can mutually decide your terms of association with your referral.
- 5.5. You shall have to watch on all activities in your pin code & conduct audits in your area time to time and reports to your Master Channel Partner or Local Head office of company or Global Garner Sales Service Pvt. Ltd.'s registered office at Ahmedabad. It also includes audit of vendors and partners
- 5.6. You shall be responsible, with the prior consent of GLOBAL GARNER, to enrol new Vendors, Partners, selling of UPOS software and/or any new products developed by the GLOBAL GARNER, thereby assisting GLOBAL GARNER/its Master Channel Partner in promoting the Business of GLOBAL GARNER. The appointment of any such vendors and partners shall be governed by the Terms separately mentioned in the Website with respect the Vendors and partners.
- 5.7. You are under an obligation to use Your best endeavours to promote the business of GLOBAL GARNER in your assigned territory and in that regard further enrol new users/members to the mobile application/website of GLOBAL GARNER.
- 5.8. You shall further use Your best endeavours to promote the business of GLOBAL GARNER in your territory by the means of utilizing the advertisement materials and packages provided by the GLOBAL GARNER in that regard.
- 5.9. It shall be Your obligation to undertake any sales promotion activity and such other promotional activities that may be proposed by GLOBAL GARNER in connection to or in relation with the promotion of the Business of GLOBAL GARNER.
- 5.10. It shall be Your responsibility to comply with all applicable laws, rules and regulations associated with rendering the Services in the Pin code and be responsible for obtaining, maintaining and/ or otherwise complying with all applicable licenses, permits, equipment certifications and other regulatory obligations associated with rendering the Services stated hereinabove, in the Pin code.
- 5.11. It shall be your responsibility to arrange several meetings per month as communicated by the Company for Assistant Channel Partners recruited under you and you shall be ready to undergo training program arranged by Global Garner at your cost.
- 5.12. You should have to report Global Garner Sales Service Pvt. Ltd.'s Registered Head office at Ahmedabad or your reporting authority(MCP) as assigned and decided by the Company on weekly basis or as per time specified by the Company on prescribed format as decided by the Company.
- 5.13. You shall recommend appointment of Assistant Channel Partner for performing such obligations as may be determined by GLOBAL GARNER from time to time. However, the final decision of appointing the Assistant Channel Partner shall be that of GLOBAL GARNER. You shall in that respect enter into a separate arrangement with the Assistant Channel Partner, wherein GLOBAL GARNER shall be a confirming party.

- 5.14 You shall use its best endeavours to promote the Business of GLOBAL GARNER in your territory and in that regard further enrol new users/members to the mobile application/website of GLOBAL GARNER.
- 5.15 You are also eligible to register yourself as Master Channel Partner / Assistant Channel Partner / Partner/ Vendor and User with the company.
- 5.16 These targets and duties are subject to change from time to time depending upon the Company's instructions.

## **6. CONSIDERATION, PAYMENT TERMS AND GROWTH**

- 6.1. GLOBAL GARNER shall, for the Obligations performed by Channel Partner, pay consideration in the form of performance based incentives details of which are available on the Company's website/ partner panel. This incentive / payment consideration is subject to change from time to time on the discretion of the Company. Company will notify you in case of any change in commission structure. You shall be eligible for incentive depending upon the recruitment of Assistant channel partners and partner recruited there under down the line and the sales generated thereafter through vendor commission, UPOS sales or any other sales as per Company's guidelines and Pin codes will be assigned to you as per the recruitment of Assistant Channel Partner under you. Further, it is mutually agreed between the Parties that You shall not in any circumstances whatsoever be eligible for a fixed consideration either monthly or yearly.
- 6.2. You will receive UPV and Vendor commission income from your tagged Pin codes only.
- 6.3. It is to agreed that no Consideration or cash-back commission or compensation will be payable to You if no Assistant Channel Partner is appointed in an area of the Designated territory under Your jurisdiction.
- 6.4. GLOBAL GARNER shall, on basis of the Obligations performed by You, generate a commission statement and accordingly notify the same to You at the end of every month. GLOBAL GARNER shall within 30 days of such commission statement make the due payment to You.
- 6.5. Any tax deductible at source under the applicable law shall be deducted by GLOBAL GARNER before making any payments to You. Further, You shall be responsible for the payment of all other taxes that may arise from the performance of the Obligations and the receipt of the Consideration hereunder.
- 6.6. The commission/fee payable to you is inclusive of all taxes including applicable service tax or goods and services tax or other tax or levy that you may be required to remit in connection with such services for which you will raise a valid invoice under applicable law(s) and regulations and report it in the returns within the prescribed time limit so that Global Garner Sales Services Pvt Ltd can take input credit of the taxes paid. You undertake to comply with any of the applicable provisions of such law including but not limited to: Timely issuance of GST Compliant invoices, Making the invoices available to Global Garner, Depositing applicable taxes on a periodic basis and Correctly reporting them to the government under tax laws.
- If at any time credit of taxes is denied or payment of taxes is sought from Global Garner Sales Services Pvt Ltd, due to, but not limited to, issuance of a deficient invoice, default in payment of taxes, inappropriate reporting in the returns filed or non-compliance of applicable laws and regulations by you, you shall indemnify Global Garner against any denied credits or taxes recovered as well as any interest and penalties imposed on us. If required by applicable Indian tax law, we may deduct or withhold taxes, levies or any similar amounts from the commission fees payable to you.
- 6.7. As a Channel Partner, You will have an opportunity to grow within the system. You can grow to become Master Channel Partner on achievement of target given by the Company with the same job role but with the exception that you can have larger team. Your target, job role may vary from time to time as decided by the Company.

## **7. TRAINING AND SUPPORT SYSTEM**

- 7.1 The personnel/s of Channel Partner who shall be engaged in performing obligations for GLOBAL GARNER shall compulsorily attend the product training and the sales pitch training as may be organized by GLOBAL GARNER from time to time.

## **8. OBLIGATIONS OF THE CHANNEL PARTNER**

- 8.1 You shall be responsible for providing all the obligations and other ancillary obligations relating to or in connection with the obligations as contemplated in these Terms.
- 8.2 You shall advertise and / or promote the Products in a commercially reasonable manner and shall transmit Products information, updates and promotional materials to its customers and potential customers as may be requested / suggested by GLOBAL GARNER from time to time.
- 8.3 You shall comply with all applicable laws, rules and regulations associated with the sale of the Products, their promotion and marketing in the assigned pin codes of your territory and be responsible for obtaining, maintaining and/ or otherwise complying with all applicable licenses, permits, equipment certifications and other regulatory obligations associated with providing Obligations under these Terms.
- 8.4 You shall not sub-contract or sub-license the Obligations to be provided by it to GLOBAL GARNER and the customers.
- 8.5 You shall provide a detailed list of all the customers, You may have provided the Obligations to, along with the feedback or complaints it may have received from such customers.
- 8.6 You may be assigned to sign legal documents on behalf of the Company, however it is explicitly agreed that such documents shall be prepared and finally approved by the Legal Advisors of GLOBAL GARNER and You shall not have any say in it.

## **9. REPRESENTATIONS AND WARRANTIES**

### ***9.1. Joint Representations and Warranties***

The Parties hereby individually represent and warrant that:

- 9.1.1. They are duly organized, validly existing and in good standing under the laws of India;
- 9.1.2. They have full power and authority to execute, deliver and perform their obligations under these Terms and to carry out the transactions contemplated hereby;
- 9.1.3. They have taken all necessary corporate and other actions under applicable laws and their constitutional documents to authorize the execution, delivery and performance of these Terms;
- 9.1.4. They have obtained or shall obtain all licences, permits and approvals necessary to perform their duties and obligations as specified in these Terms.

### ***9.2. Representations and Warranties of the Channel Partner***

You hereby represent and warrant that:

- 9.2.1. You have not entered into any other contracts or understandings, nor will You enter into any other contracts or understandings, that would render You incapable of performing Your obligations hereunder, or place You in position of conflict of interest, or be inconsistent or in conflict Your obligations hereunder.
- 9.2.2. You have obtained and shall continue to maintain all the necessary approvals and licenses required for performing the Obligations in accordance with the terms and conditions of these Terms.
- 9.2.3. You shall not, in any circumstances whatsoever, represent Yourself in any way that implies You as an employee, agent or branch of GLOBAL GARNER. In the event GLOBAL GARNER finds out any such deceptive representation being made by You, You shall immediately, upon notice from GLOBAL GARNER, change or discontinue any representation or business practice found to be misleading or deceptive by GLOBAL GARNER.

- 9.2.4. You shall always act in good faith, fairly and reasonably with the Customer and shall further refrain from engaging in any illegal, unfair or deceptive trade practices of whatsoever nature.
- 9.2.5. You shall not, in any circumstances whatsoever, make any representations to the Customer which are inconsistent with the specifications/ information/ materials provided by GLOBAL GARNER with respect to promotion/sales of the Products.
- 9.2.6. You shall be solely responsible for any acts of omission or commission performed by the Assistant Channel Partner(s) appointed by You.

### 9.3. ***Representations and Warranties of GLOBAL GARNER***

GLOBAL GARNER hereby represents and warrants that:

- 9.3.1. It shall make the payment due to You within the time stipulated or such other mutually agreed and extended time.
- 9.3.2. It shall provide technical and other training as may be required to Your personnel.
- 9.3.3. It shall inform and keep You informed of any change in policies that GLOBAL GARNER may make for Your customers and end users.
- 9.3.4. It shall reply and respond to the queries and complaints raised by You as well as Your customers.

## 10. **RESTRICTIVE COVENANTS**

It is hereby agreed and undertaken that for the entire Duration of these Terms and for a period of five (5) years after withdrawing or being terminated:

- 10.1. You shall not take up any projects in India which is similar to and in any way relating to the Business of Global Garner or Obligations performed by You to GLOBAL GARNER.
- 10.2. You shall also not use the concept of GLOBAL GARNER developed by GLOBAL GARNER for the purpose of carrying on its Business in India nor shall it share any trade secret, Confidential Information etc., received by You to any third party or a competitive party.

## 11. **CONFIDENTIALITY**

- 11.1. For the purpose of these Terms “Confidential Information” means any information or data disclosed by, GLOBAL GARNER to You, in contemplation of these Terms, including but not limited to, data, know-how, algorithms, computer programs, processes, improvements, designs, devices, systems, test results, sketches, photographs, plans, drawings, product concepts, specifications, reports, laboratory notebooks, business and financial plans, strategies, budgets, vendor, customer and distributor names, addresses or related data, pricing information, production or manufacturing information, product sales information or forecasts, inventions, ideas, and which if in tangible form or other media that can be converted to readable form is clearly marked a proprietary, confidential or private when disclosed, or if oral or visual, is promptly identified in writing as proprietary, confidential or private. If GLOBAL GARNER inadvertently fails to mark or identify as proprietary, confidential or private information for which it desires confidential treatment, it shall so inform to You. You, thereupon, shall return the unmarked information, and shall substitute properly marked information. In addition, if GLOBAL GARNER, at the time of disclosure, inadvertently fails to identify as proprietary, confidential or private oral or visual information for which it desires confidential treatment, it shall so inform You and advise and obligations hereunder shall commence upon such notice.
- 11.2. You shall not disclose, communicate or convey the Confidential Information, in whole or part, to any third party. You shall further restrict the disclosure of Confidential Information to Your employees with a need to know such Confidential Information for the furtherance of the purpose of these Terms, and only after advising such employee(s) for their obligations hereunder to maintain the proprietary and confidential nature of the Confidential Information. You shall be liable to protect the Confidential Information with the degree of care with which You protect Your own Confidential Information, but in no case with less than a reasonable degree of care.

- 11.3. You agree and undertake to use the Confidential Information of GLOBAL GARNER only for the purpose of these Terms and subject to the disclosure limitations set forth herein.
- 11.4. You may not disclose business information which would otherwise be confidential, if and to the extent required by any Applicable Law; required by any Governmental Authority to which the Party making the disclosure is subject, whether or not such requirement has the force of law; required to vest the full benefit of these Terms in either Party; disclosure is made to any Affiliate of the Parties or to the professional advisers, auditors and bankers of either Party provided such Persons have been informed about and have accepted the confidentiality requirement of this Article in writing; the information has come into the public domain through no fault of the Party disclosing such information; or the other Parties have given prior written approval to the disclosure; provided, further that any disclosure shall, so far as is practicable, be made only after consultation with GLOBAL GARNER.

## **12. OWNERSHIP OF PROPERTY**

- 12.1. All rights, title and interest, including but not limited to possession of Intellectual Property rights related to the products, documentation, customizations, software, programs, content materials, and all other property, that GLOBAL GARNER owned prior to the commencement date, that it created, developed or used in the performance of its duties under these Terms, shall at all times remain exclusively owned by GLOBAL GARNER. For the purposes of these Terms the terms 'Intellectual Property' shall mean and include any patent, trademark, copyright, registered design or unregistered design and any application for any of the foregoing, any rights in respect of the confidential information and any other subsisting industrial or intellectual property right of GLOBAL GARNER.
- 12.2. GLOBAL GARNER hereby grants to You a limited, non-exclusive, non-transferable, royalty-free license to use and display GLOBAL GARNER's Intellectual Property, solely for the purpose of performance of its duties under these Terms. You shall not take any action inconsistent with GLOBAL GARNER's ownership of the Intellectual Property.

## **13. INTELLECTUAL PROPERTY RIGHTS**

- 13.1. You understand and acknowledge that the Intellectual Property used by You, associated therewith, is the property of GLOBAL GARNER.
- 13.2. Subject to the provisions of these Terms, GLOBAL GARNER grants You a limited, non-exclusive, non-transferable, revocable license during the term of these Terms to use and reproduce such Intellectual Property in advertisements and other promotional and marketing materials relating to the products in accordance with mutually agreed conditions between the Parties.
- 13.3. You shall not use GLOBAL GARNER's Intellectual Property or name as part of Your corporate or business name. Except as expressly provided otherwise herein, You shall not, by virtue of these Terms, acquire any right, title or interest in or to any GLOBAL GARNER's Intellectual Property. The use of any of GLOBAL GARNER's Intellectual Property by You is authorized only for the purposes herein set forth, and upon the expiry of these Terms for any reason such authorization shall cease.
- 13.4. All Products, documentation, company marks, GLOBAL GARNER's Confidential Information and Intellectual Property Rights and all copies thereof must be returned to GLOBAL GARNER upon request made by it and the same shall only be used by You in accordance with the provisions of these Terms.

## **14. LIMITATION OF LIABILITY**

- 14.1. It is the express intention of the Parties that each Party shall be responsible for its obligations hereunder, and that GLOBAL GARNER shall not be liable under these Terms to You for any loss, damage, liability or expense with respect to Your obligations pursuant to these Terms. Any loss or damage sustained by the Company in connection with the performance of Your obligations hereunder shall solely be Your responsibility and for Your account.
- 14.2. In no event shall the Company, be liable to You, any Buyer or any other person or entity for any special, consequential, incidental, indirect, exemplary or punitive damages, however caused, arising out of these Terms, the performance of the obligations by the Company for the Buyer or the provision of the Product/s



by the Company, regardless of the form of action, whether for breach of contract, breach of warranty, tort, negligence, strict Product/s liability, infringement or otherwise (including, without limitation, damages based on wilfulness, loss of profits, data, files, or business opportunity), and whether or not the Company has been advised of the possibility of such damages. This limitation shall apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

## **15. INDEMNIFICATION**

- 15.1. You agree to indemnify and hold the Company, its directors, officers and employees (collectively the “**Indemnified Party**”) harmless from any claim made against the Indemnified Party by a third party to the degree that such claim arises as a result of Your gross negligence or wilful misconduct in connection with Your obligations hereunder.

## **16. REPORT ABUSE**

- 16.1 In the event You come across any abuse or violation of these Terms or if You become aware of any objectionable content on the Website, or if You believe Your intellectual property rights have been violated in any manner through the Website, it shall be your prime duty to inform GLOBAL GARNER.

## **17. COMMUNICATIONS**

- 17.1. When You use the Website or send emails or other data, information or communication to GLOBAL GARNER, You agree and understand that You are communicating with GLOBAL GARNER through electronic records and You consent to receive communications via electronic records from GLOBAL GARNER periodically and as and when required. GLOBAL GARNER will communicate with You by email or by notices on Website or electronic records on the Website or on Your mobile number which will be deemed adequate service of notice / electronic record to the maximum extent permitted under any applicable law.

## **18. MISCELLANEOUS PROVISIONS**

### **18.1. Additional Remedies**

Subject to the provisions of Article 14 hereinabove, the Parties agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, specific performance or other equitable relief to restrain any breach or enforce the performance of the covenants, representations, warranties and obligations contained in these Terms. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Parties may have at law or in equity, including without limitation a right for damages.

### **18.2. Counterparts**

These Terms may be executed in one or more counterparts, each of which shall be deemed to be an original copy of these Terms and all of which, when taken together, shall be deemed to constitute one and the same document.

### **18.3. Entire Legal Document**

These Terms (including the recitals, annexures and schedules hereto and other documents and instruments referred to in these Terms) together constitute the entire legal document between the Parties with respect to the subject matter hereof and supersede any and all prior Terms, understandings, assurances, including letters of intent and term sheets, either oral or in writing, between all or any of the Parties in relation to all or any of such matters.

You hereby confirms that the present agreement/legal document has been executed between Private Ltd. Company, which is registered under the provisions of Companies Act, 2013. There shall not be any personal liabilities of any of the Directors in any circumstances, pursuant to Agreement executed by you, if any dispute arises.

18.4. **Further Assurance**

The Parties to these Terms, at all times, shall act in good faith in the discharge of their obligations under these Terms and not do anything which would constitute a contravention of its terms. The Parties to these Terms shall from time to time execute and deliver all such further documents and do all acts and things as the other Party may reasonably require to effectively carrying on the full intent and meaning of these Terms.

18.5. **Notices**

Any notice required or permitted by these Terms shall be in writing and shall be delivered in person, or sent by overnight globally recognized courier addressed to the designated representative of any Party as set forth below (or such other representatives as may be designated).

<b>If to Channel Partner – Kind Attn.</b>
<b>Address : As per your Address</b>
<b>Email Address: your registered e-mail id with us</b>
<b>If to GLOBAL GARNER - Kind Attn.:</b>
<b>Address : GLOBAL GARNER Sales Services Private Limited A 1402-1403 Dev Vihaan, opp Motera Stadium, Motera, Ahmedabad, Gujarat</b>
<b>Email :info@globalgarner.com</b>

18.6. **Relationship**

The Parties hereto have agreed that their respective rights and obligations with regard to their business relationship between them *inter-se* will be interpreted, acted upon and governed solely in accordance with the provisions of these Terms.

18.7. **Severability**

If any of the Articles of these Terms or the application thereof to any Person or circumstance becomes invalid, prohibited or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, these Terms shall be considered severable as to such Articles and such Article/s shall be inoperative and shall not be part of the consideration moving from one party to another and the remainder of these Terms and the application of such Article/s to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of these Terms shall be valid and enforceable to the fullest extent permitted by Law. Any invalid or unenforceable Article of these Terms shall be replaced with an Article, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

18.8. **Waiver**

The Parties may:  
extend the time for performance of any of the obligations or other acts of the other Party; waive any inaccuracies in the representations and warranties of the other Party contained in these Terms or in any certificate, instrument or document delivered pursuant to these Terms; or waive compliance with any of the covenants, agreements or conditions for the benefit of such Party contained in these Terms.

18.9 **Pin Code**

You are hereby agreed to work under this agreement for the 10 Pin codes of your territory which the Global Garner's panel agreed to give you and approved for you and allowed you to work as Channel Partner.

In any case, you will not be allowed to work beyond the territory allotted to you which Global Garner allows you and approved for you. If Global Garner found that you have work beyond your territory this agreement shall be terminated without any notice.

## **19. DISPUTE RESOLUTION**

- 19.1. In the event of any dispute arising out of or relating to these Terms, termination or invalidity thereof shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and or its statutory modifications. The Arbitration proceedings shall be conducted in English. The principles of natural justice must be observed in the arbitration proceedings.
- 19.2. The Parties shall be treated with equality and impartiality and each of them should be given an opportunity to present its case. The arbitrator/s shall not be bound by the strict rules of law and evidence and the Arbitral Tribunal shall be free to decide the matter as to do substantial justice between the Parties. The seat of Arbitration shall be at Ahmedabad. The Arbitration award shall be final and binding.

## **20. GOVERNING LAW**

The said Terms shall be governed and construed in accordance with the laws of the India. Subject to provisions of Article 19, the Civil Courts at Ahmedabad shall have exclusive jurisdiction to try and entertain any dispute arising out of or in connection with these Terms.

## **21. TERMINATION**

- 21.1. GLOBAL GARNER may terminate Your appointment with immediate effect if You commit any Default with respect to Your obligation under these Terms.
- 21.2. GLOBAL GARNER shall have a right to terminate these Terms with immediate effect, without any liability attributable to it, if You commit a Default.
- 21.3. For the purpose of these Terms ANY ONE or more of the following shall constitute an event of default (the "Default"):
  - 21.3.1 Failure to Perform – Your failure to perform its obligations under these Terms;
  - 21.3.2 Breach of Representation or Warranty - Any breach of any representation or warranty made by You in these Terms;
  - 21.3.3 In the event You are subjected to Insolvency events or commencement of any proceedings under the applicable bankruptcy laws, if such proceedings are not stayed for a period of Sixty (60) days after its admission.
- 21.4 The "Insolvency Events" referred above are as follows:-
  - 21.4.1 Being unable to pay its debts or having no reasonable prospect of being able to pay them;
  - 21.4.2 Entering into liquidation;
  - 21.4.3 Passing a resolution for creditors winding up;
  - 21.4.4 Entering into a composition in satisfaction of its debts;
  - 21.4.5 Suffering the appointment of an administrator, receiver or administrative receiver;

21.5 In the event of any Default as specified in this clause, GLOBAL GARNER shall recover from You all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action taken with respect thereto.

## **22 EFFECT OF TERMINATION**

22.1.1 On expiration or earlier termination of these Terms:

22.1.2 You shall cease to promote, market, distribute the products and/or to make use of the GLOBAL GARNER marks;

22.1.3 All the consideration, Cash-back and other payments being made to You shall cease to be made with immediate effect;

## **23 VERIFICATION AND AFFIRMATION**

23.1 You hereby agree that in addition to this digital agreement, if you wish to sign this terms and conditions in physical format then it shall be your duty to take print out of this agreement and the expenses of the stamp and notarization shall be bared by you. Global Garner shall not bare any expenses for the same and it is further agreed that the photo copy of the physical agreement must be produced to the Global Garner.

## **24. STAMPING AND NOTARISATION**

24.1 As this present agreement is done in digital format under the Information Technology Act, 2000, you hereby agree that this is valid agreement and in case any dispute arises between you and Global Garner, any party can use this agreement as valid agreement in court of law. In addition to this digital agreement, if you wish to sign this terms and conditions in physical format then it shall be your duty to take print out of this agreement and get it the stamped and notarized.

### **Annexure-1**

#### **Major Income and Benefits of associating as CP**

- ₹2.00 on every new UPV Generated on his allotted Pin codes
- 1% of vendor commission earned by GG through the vendors on pin codes allotted to ACPs under you.
- ₹2000 one time and 1.5% of the income earned by UPOS partner; sold directly by ACPs
- ₹1000 one time and 1.5% of the income earned by UPOS partner; sold by partners
- 10% of ACP income on franchise sales, in case of direct sale

Note: Total income is inclusive of GST and would attract Company service charges and applicable Government taxes and subject to change

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