

## MASTER CHANNEL PARTNER AGREEMENT

Last updated on 10<sup>th</sup> February 2017

### TERMS AND CONDITIONS FOR MASTER CHANNEL PARTNER

THESE WEBSITE TERMS AND CONDITIONS FOR MASTER CHANNEL PARTNER ("TERMS") IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THESE TERMS DO NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE SUBJECT TO THE PROVISION OF ARTICLE 19.

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 MASTER 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](http://www.globalgarner.com) (the "Website") and mobile application under the name and style "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") and

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an individual/firm/company who is registered as a Master Channel Partner of GLOBAL GARNER (hereinafter referred to as "You" or "Your" or "Yourself" or "Master Channel Partner") having his/her/its registered office at

\_\_\_\_\_  
(M) \_\_\_\_\_, (PAN / CIN: \_\_\_\_\_)  
describe the conditions on which GLOBAL GARNER offers to accept Your performance of the obligations of an Master 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 Master 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 Master 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 COMPLETE THE REGISTRATION PROCESS FOR MASTER CHANNEL PARTNER. YOU CAN STILL COMPLETE THE USER REGISTRATION AND USE WEBSITE OR MOBILE APP AS A USER.

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 Indian Companies Act, 2013, having its registered office at 402, Satkar Complex, Opp. Tanishq Showroom, C. G. Road, Navrangpura, Ahmedabad – 380009, 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 the 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 and Vendors in accordance with the provisions of Cash-back Annexure herein attached.

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Authorized Signatory of  
Global Garner Sales Service Pvt. Ltd.

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Master Channel Partner

- 1.2. Under this unique concept of cash back to its users, the Global Garner shall give cash back through Systematic Cash Back process to its users with sole responsibility and Master Channel Partner shall not have any responsibility and liability regarding the cash back to its users. This is an arrangement between Global Garner and its users. The process of Systematic Cash Back has been explained in detail in the annexure – 1.
- 1.3. Upon completion of the Registration process and the receipt of acceptance of Your registration from the Company, You shall be appointed as a **Master Channel Partner** of the Company. It is explicitly agreed that such appoint is a non-transferrable appointment and You shall solely be liable to perform obligations due to the Company in the Territory as described in the Territory Annexure attached herein, subject to the Terms contained herein. For the purpose of these Terms, the term “**Territory**” shall mean the territories opted by You and approved by GLOBAL GARNER, where You shall perform Your obligations and duties.
- 1.4. Terms of being a Master Channel Partner of the Company:
  - For being Master Channel Partner, you must possess a qualification of a Graduate.
  - Infrastructure must be required as per the company policy.
- 1.5. 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. Accordingly, the Company, at least twenty-four (24) hours prior to the implementation of the revision shall notify at your dash board. The revised Terms shall also 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. In case you decide to reject the same, your account will stand temporarily suspended till the issue is amicably resolved between you & Global Garner Sales Services Pvt. Ltd.

## 2. REGISTRATION PROCESS

- 2.1. As a part of the registration process, You hereby state that You have completed the Master 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., Service Tax Registration, 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 current 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 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 Master Channel Partner Registration Form to enable You to carry out the requirements of Article 22.
- 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.

## 3. DURATION AND COMMENCEMENT

- 3.1. These Terms shall govern the relation between the Parties from the date You registered on the Website of the Company or with the company.
- 3.2. 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 20 of these Terms by GLOBAL GARNER. You may also send a Thirty (30) day prior notice of withdrawal to the Company.
- 3.3. Upon the fulfilment of the requirements prescribed in the Article 22, these Terms shall be legally binding between You and the Company.
- 3.4. 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.

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Master Channel Partner

- 3.5. The registration of the Master Channel Partner as prescribed by these Terms shall be a non-exclusive till you complete the exclusivity condition set by the company and non-transferable registration and all the duties and obligations given to You by the Company shall not be subrogated.

#### **4. DUTIES AND RESPONSIBILITIES AND INCENTIVES**

After registration process, you shall be appointed in one state as Master Channel Partner. You shall be responsible to work in the allotted state. You shall appoint Channel Partner only in the state which is allotted to you.

You are hereby given powers to appoint the Channel Partner for performing such obligations as may be determined by GLOBAL GARNER from time to time and you are authorized to sign on behalf of Global Garner on Channel Partner agreement. But it is your duty and responsibility to check and verify the agreement is as per the company guideline. If there are any changes found out in any clause of the CP agreement then the CP Agreement stands void-ab-initio and the CP will be terminated on immediate basis. However, the final decision of appointing the Channel Partner shall be that of GLOBAL GARNER.

- 4.1 You shall be responsible for the recruitment of Channel Partners in your allotted state as per the target given to you in stipulated time i.e. a period of one month from your appointment as Master Channel Partner.
- 4.2 You shall have to recruit minimum 50% of Channel Partners under you with in a stipulated time frame and these, Channel Partners have to appoint at-least 20 Assistant Channel Partner within a month. The said Assistant Channel Partners in-turn has to take in company minimum 30 vendors in the given time frame.
- 4.3 If you achieve your target upon your performance, in that case the company will gives you a fixed income of Rs. 2/- (as per company rule) per UPV on Total UPV generated in your state anytime during your life span or the period till you remain as Master Channel Partner of the company.
- 4.4.1 You shall use its best endeavours to promote the Business of GLOBAL GARNER in the Territory and in that regard further enrol new users/members through the mobile application/website of GLOBAL GARNER.
- 4.4.2 You shall undertake to promote 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
- 4.5 You are also eligible to register yourself as Channel Partner / Assistant Channel Partner / Vendor and User With the company.

#### **4.6 CONSIDERATION AND PAYMENT TERMS**

- 4.6.1 GLOBAL GARNER shall, for the Obligations performed by Master Channel Partner, pay consideration in the form of performance based incentives to be calculated in accordance with the company policy which is available online on the Website and also mentioned in Annexure – I under “Income & Benefits”. You shall not in any circumstances whatsoever be eligible for a fixed consideration either monthly or yearly.
- 4.6.2 It is to agreed that no Consideration or cash-back commission will be payable to You if no Assistant Channel Partner is appointed by your Channel Partners in an area of the Designated Territory under Your jurisdiction.
- 4.6.3 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.
- 4.6.4 Company will charge 25% of your eligible commission/incentive/earnings at the time of payment. 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.

#### **5. TRAINING AND SUPPORT SYSTEM**

- 5.1 The personnel/s of Master 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.

#### **6. OBLIGATIONS OF THE MASTER CHANNEL PARTNER**

- 6.1. 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.
- 6.2. 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.
- 6.3. You shall comply with all applicable laws, rules and regulations associated with the sale of the Products, their promotion and marketing in the 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.

- 6.4. You shall not sub-contract or sub-license the Obligations to be provided by it to GLOBAL GARNER and the customers.
- 6.5. 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.

## **7. REPRESENTATIONS AND WARRANTIES**

### **7.1. *Joint Representations and Warranties***

The Parties hereby individually represent and warrant that:

- 7.1.1. They are duly organized, validly existing and in good standing under the laws of India;
- 7.1.2. They have full power and authority to execute, deliver and perform their obligations under these Terms and to carry out the transactions contemplated hereby;
- 7.1.3. 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;
- 7.1.4. They have obtained or shall obtain all licences, permits and approvals necessary to perform their duties and obligations as specified in these Terms.

### **7.2. *Representations and Warranties of the Master Channel Partner***

You hereby represent and warrant that:

- 7.2.1. 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.
- 7.2.2. 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.
- 7.2.3. 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.
- 7.2.4. 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.
- 7.2.5. 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.
- 7.2.6. You shall be solely responsible for any acts of omission or commission performed by the Channel Partner(s) appointed by You.

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

GLOBAL GARNER hereby represents and warrants that:

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

## **8. RESTRICTIVE COVENANTS**

It is hereby agreed and undertaken that for the entire Duration of these Terms and for a period of three (3) years after withdrawing or being terminated:

- 8.1. 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.
- 8.2. 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.

## **9. CONFIDENTIALITY**

- 9.1. 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,

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Master Channel Partner

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.

- 9.2. 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.
- 9.3. 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.
- 9.4. 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.

## **10. OWNERSHIP OF PROPERTY**

- 10.1. 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.
- 10.2. 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.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1. You understand and acknowledge that the Intellectual Property used by You, associated therewith, is the property of GLOBAL GARNER.
- 11.2. Subject to the provisions of these Terms, GLOBAL GARNER grants its Master Channel Partner a limited, non-exclusive, non-transferable, revocable license for the period 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.
- 11.3. 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, the 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.
- 11.4. 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.

## **12. LIMITATION OF LIABILITY**

- 12.1. 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.

12.2. 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.

**13. INDEMNIFICATION**

13.1. 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.

**14. REPORT ABUSE**

14.1 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, please contact GLOBAL GARNER.

**15. COMMUNICATIONS**

15.1. 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.

**16. MISCELLANEOUS PROVISIONS**

**16.1. 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.

**16.2. 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.

**16.3. 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.

**16.4 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.

**16.4. 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 Master Channel Partner – Kind Attn.</b>
<b>Address :</b>
<b>Email Address :</b>
<b>Designated Area:</b>

<p><b>If to Global Garner then:</b>  <b>To Legal,</b>  <b>GLOBAL GARNER Sales Services Private Limited</b>  402, Satkar Complex,  Opp. Tanishq Showroom,  C. G. Road, Navrangpura,  Ahmedabad – 380009, Gujarat</p>
<p><b>Email: legal@globalgarner.com</b></p>

**16.5. 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.

**16.6. 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.

**16.7. 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.

**17.9 Territory**

You are hereby agreed to work under this agreement for the state which the Global Garner’s panel agreed to give you the territory or in the area which Global Garner approved for you and allowed you to work as Master Channel Partner.

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

**17. DISPUTE RESOLUTION**

17.1. 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 an 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.

17.2. 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.

**18. GOVERNING LAW**

The said Terms shall be governed and construed in accordance with the laws of the India. Subject to provisions of Article 18, the Civil Courts at Ahmedabad shall have exclusive jurisdiction to try and entertain any dispute arising out of or in connection with these Terms.

**19. TERMINATION**

19.1. GLOBAL GARNER may terminate Your appointment with immediate effect if You commit any Default with respect to Your obligation under these Terms.

19.2. GLOBAL GARNER shall have a right to terminate these Terms with immediate effect, without any liability attributable to it, if You commit a Default.

19.3. For the purpose of these Terms ANY ONE or more of the following shall constitute an event of default (the “Default”):

19.3.1. Failure to Perform – Your failure to perform its obligations under these Terms;

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Authorized Signatory of  
Global Garner Sales Service Pvt. Ltd.

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Master Channel Partner

- 19.3.2. Breach of Representation or Warranty - Any breach of any representation or warranty made by You in these Terms;
- 19.3.3. 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.
  
- 19.4. The “Insolvency Events” referred above are as follows:-
  - 19.4.1. Being unable to pay its debts or having no reasonable prospect of being able to pay them;
  - 19.4.2. Entering into liquidation;
  - 19.4.3. Passing a resolution for creditors winding up;
  - 19.4.4. Entering into a composition in satisfaction of its debts;
  - 19.4.5. Suffering the appointment of an administrator, receiver or administrative receiver;
  
- 19.5. 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.

## **20. EFFECT OF TERMINATION**

- 20.1. On expiration or earlier termination of these Terms:
  - 20.1.1. You shall cease to promote, market, distribute the products and/or to make use of the GLOBAL GARNER marks;
  - 20.1.2. All the consideration, Cash-Back and other payments being made to You shall cease with immediate effect;

## **21. VERIFICATION AND AFFIRMATION**

- 21.1. You hereby agree that upon receiving the Terms Acceptance Notification, You shall take a print out a copy of the Terms provided by GLOBAL GARNER and shall signed along with your stamp, if any, with Your photograph and signature on every page. You are duty bound to ensure that the copy of the Terms is duly uploaded on Master Channel Partner link, which will be provided to you by the company.



IN WITNESS WHEREOF, the Parties hereto have executed these Terms on and as of the day and year first above written.

**Signed Sealed and Delivered by the within named Master Channel Partner**



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

Title: \_\_\_\_\_

Business Head – Channel Business:

Authorized Signatory of  
Global Garner Sales Service Pvt. Ltd.

\_\_\_\_\_

(M) \_\_\_\_\_

Witness 1:

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

Relationship: \_\_\_\_\_

Mobile No: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Witness 2:

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

Relationship: \_\_\_\_\_

Mobile No: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory of  
Global Garner Sales Service Pvt. Ltd.

\_\_\_\_\_  
Master Channel Partner

## ANNEXURE - I

### GG User SCB (Systematic Cash Back) Process

Purchase Goods and Services of any amount and accumulate till it reaches Rs.10000.00. Now this 10000/- will get converted into 1 UPV (User Purchase Value). Now User is Eligible for 100% Cash Back. The process is as follows:

100% Cash Back in 4 easy steps to all GG USER when a UPV is tagged under their UPV

6 New UPV	5 % Cash Back	Rs.500.00
36 New UPV	10 % Cash Back	Rs.1000.00
216 New UPV	30% Cash Back	Rs.3000.00
1296 New UPV	55% Cash Back	Rs.5500.00
Total	100% Cash Back	Rs.10000.00

**Note:** 100 % Cash Back will start after the purchase bill is uploaded and verified by **GG Vendor and commission is received by GG on the same.**

### TERMS & CONDITIONS

#### Registration for Global Garner Master Channel Partner

Global Garner Sales Services Pvt. Ltd. provides a unique platform where it gives 100% Cash Back on all the purchases to all its Customers. Global Garner offers you a Long Term Business Association opportunity as a MCP (Channel Partner) for **Heading a State**. As a Global Garner MCP (GG MCP), he has to just Complete the following easy steps. Go to [www.globalgarner.com](http://www.globalgarner.com) and fill your details online along with Aadhar No., PAN No. and Bank Details. On completion of your registration process, you will get GG MCP ID. Now you are registered with us as a GG MCP for doing business in your PIN CODES Area and enjoy all Business Benefits Life Long from Global Garner.

#### Eligibility Criteria

- ❖ Minimum Educational Qualification: Graduation in any stream
- ❖ Minimum Age: 18 Years (No Upper Age Limit) with Command over Local Spoken Language
- ❖ An Individual/Company/Firm
- ❖ Should have a office of with minimum capacity of 20 Person Training with 2 back office staff, one Land Line, a projector with screen or LED 40-60” and dedicated High Speed Internet
- ❖ Team Management
- ❖ Should be ready to spend on Marketing, Advertising & Training
- ❖ Should ensure Team at the all levels across the state is functioning properly and coordinate with H.O

#### Documents required

- ✓ 8 Passport Size Photographs # Graduation Mark Sheet (2 Copies)
- ✓ Residence Proof (2 Copies) # PAN Card (ID Proof) (2 Copies)
- ✓ Incorporation Certificate (for Company / LLP) / Partnership Deed
- ✓ Cancel Cheque # PAN Card of Company / Firm
- ✓ PAN Card of Authorized Signatory
- ✓ Letter or Board Resolution for Authorized Signatory
- ✓ ID Proof of person who is signing the Agreement
- ✓ Address Proof of Business

#### Duties and Responsibilities

- After registering yourself as GG CP, you have to select your team of CP
- All the assigned work of MCP is to be reported to Business Head Channel Business
- MCP will be responsible for recruitment, training and development of entire channel.
- Should appoint all Competent CPs and help them in appointing ACP and ensure that all the ACP in his state complete vendor onboarding on their allotted Pin Code Areas as per the Global Garner guidelines.
- Should be able to handle all escalations related to CP, ACP, Vendors & users in his/her area.
- Monthly Progress Report/Review of business activities of all his CP & ACPs with GG Business Head or Person in charge of your Area.
- As CP he can also refer more CPs across India to help Global Garner spread its presence.
- In Future MCP's Responsibilities may increase as per Company requirements.

\_\_\_\_\_  
Authorized Signatory of  
Global Garner Sales Service Pvt. Ltd.

\_\_\_\_\_  
Master Channel Partner

### **Area Allotment MCP**

- MCP is responsible for activities in entire state. He need to ensure that he complete his CP/ACP/Vendor target of the state in the stipulated time frame allotted by the company.
- MCP should complete min 50% of his total CP target, beside this he should also complete 20 ACP for each of these CP and 30 vendors per each ACP.  
e.g. If a state have potential for 100 CP then his target would be 50 CP, 1000 ACP and 30000 Vendors till 31<sup>st</sup> March 2017.

### **Income & Benefits**

- 10% of the total income earned by your CP Team (Directly Recruited by MCP).
- Rs. 2 /- per UPV generated in his state.
- 25% of the advertisement sourced by you.
- MCP can also be a CP /ACP / Vendor / User and enjoy the benefits associated with them.
  
- **Important Note:** Total Income would attract Company Service Charges & Govt. taxes as applicable.