

OSS

CHANNEL PARTNER AGREEMENT

This Agreement is made and entered at Mumbai on the ____day of _____
20____.

BETWEEN

OSS RETAILS PVT. LTD., a Company incorporated under the Companies Act 1956, having its registered office at 102, Chawada Commercial Centre, Behind Fire Brigade New Link Road, Malad (West), Mumbai – 400064 hereinafter referred to as the “COMPANY” the party of the FIRST part;

AND

M/S. _____ Its business at
_____ hereinafter referred to as “CHANNEL PARTNER” the
party of the SECOND Part.



WHEREAS the COMPANY is engaged in the business of e-commerce and providing various products & services to the end users via internet and any other medium of e-commerce through its Distributor network situated all over the India.

AND WHEREAS the COMPANY is going to open outlets in various areas to control/manage the operations of its Distributors located in that area and to collect the payments from its Distributors locate in that area. And to operate/ manage the above said outlets the COMPANY is going to appoint CHANNEL PARTNERS all over the India.

AND WHEREAS the party of the SECOND part has approached to the COMPANY for becoming CHANNEL PARTNER of the COMPANY for operating/ managing the business of the Outlet situated at

_____ (hereinafter referred to as the said Outlet).

AND WHEREAS at the request of the party of the SECOND part the COMPANY has agreed to appoint the party of the SECOND part as CHANNEL PARTNER of the COMPANY, and the party of the SECOND part has accepted such appointment as CHANNEL PARTNER for operating/managing the business of the said Outlet, on the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

APPOINTMENT AND DURATION:

The COMPANY hereby appoints the party of SECOND part as CHANNEL PARTNER for the said Outlet, and the party of SECOND part hereby accepts the appointment as CHANNEL PARTNER for operating/ managing the business of the COMPANY on behalf of the COMPANY for the said Outlet.

The CHANNEL PARTNER's appointment will be effective and in force for a period of 3 YEARS with effect from the date of signing of this Agreement, unless earlier terminated or otherwise extended in writing by the COMPANY in a manner consistent with the terms of this Agreement.

The appointment of the CHANNEL PARTNER shall be on Non – exclusive basis and for the said Outlet only and the Company reserves unconditional right to appoint as many channel partners within the area it deems fit. The Company also reserves unconditional right to change the outlet originally allotted to the CHANNEL PARTNER by intimating him in writing at least 30 days prior to change.

The CHANNEL PARTNER shall operate and manage the said Outlet on behalf of the Company strictly as per terms and conditions of this agreement and as per the directions given by the COMPANY from time to time.



ROLLING DEPOSIT ACCOUNT:

The CHANNEL PARTNER shall maintain Rolling Deposit Account (RDA) with the COMPANY for acquiring Limit from the COMPANY and all the payments by the CHANNEL PARTNER to the COMPANY will be made by RDA only. Procedure for maintaining RDA as per directions of company and the CHANNEL PARTNER shall abide by the same.

RESPONSIBILITIES AND DUTIES OF THE PARTIES:

The CHANNEL PARTNER shall arrange the premises (whether owned or leased) for the said Outlet from where the CHANNEL PARTNER will operate / manage the business of the COMPANY FOR the area / territory specified by company.

The CHANNEL PARTNER shall employ, without any liability to the COMPANY, sufficient qualified staff which is necessary to manage / operate the day to day operation of the said Outlet. The CHANNEL PARTNER shall abide by all the local laws, Labour laws etc. The COMPANY will not have any liability whatsoever for the employees employed by the CHANNEL PARTNER.

The CHANNEL PARTNER shall be responsible to give Trade Limit to the Business Partner situated within the area / territory allotted to him and the CHANNEL PARTNER shall be also responsible to collect payments from the Business Partner to whom the CHANNEL PARTNER has given limit. In any case if the payments were not collected / recovered from the Business Partner, the same will be responsibility of the CHANNEL PARTNER only and the COMPANY will not be responsible for the same.

The CHANNEL PARTNER shall not directly or indirectly do anything detrimental to the promotion of the products & services of the Company in which the COMPANY is dealing with or deal with from time to time.

The CHANNEL PARTNER shall not promote any contest or promotional scheme or offer discounts on behalf of the COMPANY in relations to the marketing/ distribution of any products & services in which the COMPANY is dealing, without prior approval from the COMPANY.

The CHANNEL PARTNER shall not make any representations or grant warranties in respect of any product & service in which the COMPANY is dealing except as specifically permitted in writing by the COMPANY.

The CHANNEL PARTNER hereby agrees to comply with all such directions / conditions mentioned in this agreement or that may be given by COMPANY from time to time.

The CHANNEL PARTNER shall not represent himself as an agent of the COMPANY and will not use the name of the COMPANY to obtain any credit



against the said Outlet. The COMPANY will not be concerned with or liable for any debts or liabilities of the CHANNEL PARTNER.

The CHANNEL PARTNER shall ensure that he shall have appropriate signatures, logo of the brand and any other promotional material supplied by the COMPANY. The CHANNEL PARTNER shall ensure proper visibility of the said material as to help the End User in identifying the COMPANY and its products / services

The COMPANY will provide Trade Limit to the CHANNEL PARTNER against RDA maintained by the CHANNEL PARTNER with the COMPANY.

The COMPANY will supply to the CHANNEL PARTNER the appropriate signatures, logo and other Promotional material at COMPANY's cost.

ACCOUNTS, REPORTS AND OTHER INFORMATION:

The CHANNEL PARTNER shall maintain true, faithful and correct accounts of the operations of the said Outlet in the manner prescribed by the Company. The CHANNEL PARTNER shall maintain the accounts only on the software / hardware provided by the Company which shall be connected to the central server of the COMPANY. The COMPANY shall have the absolute right to access the system at the said Outlet whenever so required.

The CHANNEL PARTNER shall provide all the necessary details as required by the COMPANY and send written reports / details called by the COMPANY. The CHANNEL PARTNER shall send, at request of the COMPANY, written reports on the status and development of the market, the development of the similar products by competitors or such other matters as are required by COMPANY from time to time.

COMPENSATION / MARGINS / REWARDS:

It is hereby agreed by and between the parties hereto that the CHANNEL PARTNER shall be entitled to compensation / margin as per companies rules. In addition to the compensation / margin as above the COMPANY may, at its sole discretion, from time to time, determine financial or other rewards on achievement of targets given to the CHANNEL PARTNER.

MARKETING AND TARGETS:

The Targets will be decided jointly by the COMPANY and the CHANNEL PARTNER from time to time and will be based on the market potential. The Targets would be revealed by the COMPANY on a monthly and quarterly basis. The CHANNEL PARTNER shall make its best efforts to achieve the targets.

The COMPANY may in its sole discretion promote the products & services in which the COMPANY is dealing through its regular advertisement and marketing campaign.



OWNERSHIP RIGHTS:

The COMPANY will be the sole owner of the Software, Intellectual property which, inter alia, includes Brand name, Trademarks, Copyrights and the CHANNEL PARTNER has no right whatsoever in respect thereof.

TAXES & LEVIES:

It is agreed between the parties that any direct or indirect taxes or levies which are presently applicable on the amount received by the CHANNEL PARTNER from the COMPANY by the way of compensation / margin / rewards shall be borne by the CHANNEL PARTNER and the COMPANY shall be entitled to deduct the tax at source payable by the CHANNEL PARTNER. In addition to above any direct or indirect taxes or levies which will be imposed in future by new laws or any amendment of the existing laws will be applicable as the COMPANY may decide from time to time.

STATUTORY COMPLIANCES:

The COMPANY and the CHANNEL PARTNER shall, as may be relevant, apply for and obtain, at their own costs, all licenses, permits, consents, and authorization required by the laws in force from time to time in order to perform under this Agreement.

The CHANNEL PARTNER hereby acknowledges being responsible for full compliance with the above licenses, permits, consents and / or authorizations. Non – compliance with this obligation shall be a termination event in favor of the COMPANY.

The CHANNEL PARTNER hereby undertakes to observe and comply with all laws, orders, rules, regulations and other legal requirements obligations as also notifications in force from time to time.

INDEMNITY:

The CHANNEL PARTNER undertakes to keep the equipment installed at the outlet in good condition and further undertakes not to cause any damage to the same.

The CHANNEL PARTNER fully and effectively indemnifies and agrees to keep the COMPANY saved, defended from losses, damages, costs, charges and claims which may be made against the COMPANY or incurred by the COMPANY as a consequence of, fraudulent acts or omissions or any misrepresentations, made by the CHANNEL PARTNER and/or his associates / employees.



TERMINATION:

The COMPANY reserves its right to terminate the appointment of the CHANNEL PARTNER earlier than stipulated period by giving one month's notice in writing to the CHANNEL PARTNER in the case the CHANNEL PARTNER commits any breach of the terms and conditions of this Agreement.

In case of termination of the Agreement by the CHANNEL PARTNER prematurely, the COMPANY shall have a right to deduct 100 percentage of the RDA maintained by the CHANNEL PARTNER with the Company by way of damages as may be assessed by the COMPANY at the relevant time. The decision of the COMPANY shall be final and binding on the CHANNEL PARTNER in this regard. The CHANNEL PARTNER has to give three months notice in writing to the COMPANY to terminate the Agreement prematurely.

In case of termination of this agreement as aforesaid, the CHANNEL PARTNER shall immediately pay all amounts due and payable by it to the COMPANY. The COMPANY shall be at liberty to deduct / set off such amounts, from the amounts due and payable by the COMPANY to the CHANNEL PARTNER.

The CHANNEL PARTNER shall on termination of this agreement forthwith return the appropriate signatures, logos, other promotional material etc. in his possession to the COMPANY.

EXCLUSIVENESS:

The CHANNEL PARTNER shall exclusively bound itself with the COMPANY. The CHANNEL PARTNER shall not, directly or indirectly, affiliate with any other agency/ company/ organisation engaged in the same business in which the COMPANY is dealing with or deal with from time to time. In case of the CHANNEL PARTNER commits any breach of this clause the COMPANY has right to terminate this Agreement earlier than stipulated period by giving notice of the same to the CHANNEL PARTNER.

In case of termination of this Agreement as aforesaid, the COMPANY shall have a right to deduct 100 percentage of the RDA maintained by the CHANNEL PARTNER with the Company as damages to the company. In addition to that, the CHANNEL PARTNER shall immediately pay all the amounts due and payable by it, if any, to the COMPANY along with the interest @ 18% from the date of Notice received from the Company. Also, the COMPANY shall have right to deduct / set off above said amounts, from the amounts due and payable by the COMPANY to the CHANNEL PARTNER.

RELATIONSHIP:

By entering into this Agreement neither of the Party shall be regarded as an agent of the other and the relationship between the parties shall be on the principle –to-principle basis. The nomenclature used herein to identify the Parties



shall not create or deemed to create or construed as joint venture or partnership between the Parties.

CONFIDENTIALITY:

The CHANNEL PARTNER shall neither during the period of this Agreement in force nor at any time after the termination thereof, directly or in directly, use for his own purpose or those of any other person, company, business entity or organisation whatsoever any trade secrets or confidential information relating to or belonging to the COMPANY, like any information relating to clients, suppliers, pricing structures, sales and marketing, business dealings, source codes, software, inventions, financial information, future plans and ideas, or information which has been given to the CHANNEL PARTNER in confidence by customers, suppliers or other persons.

COMPETITION:

The CHANNEL PARTNER will not, without the previous consent or permission in writing of the COMPANY, be concerned or interested either directly or indirectly (whether through any of its promoted company or otherwise) in the marketing & promotion of the products and services in the Area which are likely to compete, directly or indirectly, with the products and services of the COMPANY.

SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon the parties hereto and their respective heirs, successors, assigns, administrators, executors and other legal representatives.

FORCE MAJEURE:

Neither the COMPANY nor the CHANNEL PARTNER shall be liable for any inability to fulfill their commitments hereunder occasioned in the whole of, or in part, by force majeure, including, but not restricted to, strike, lock-out, fire, break-down, war, destruction of network, act, or regulation, or restriction of Government, inability to secure Government authorization or approval, or any other cause beyond their reasonable control. Such force majeure occurrence shall be notified to the other party in writing immediately.

WAIVERS:

No omission or delay on the part of either Party hereto in requiring a due and punctual fulfillment by the other Party hereto of the obligation of such other Party shall be deemed to constitute a waiver by the other party of any of its right to require such due and punctual fulfillment of any other obligation or a waiver of any remedy it might have.

ARBITRATION:

If during the continuation of this Agreement or any time afterwards any dispute or differences which may arise between the parties hereto in regard to construction of this Agreement or any other thing or any other matters, issues, points stated in these presents shall be referred to the Arbitration under and in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory notification or any re-enactment thereof. The venue of such arbitration shall be at Mumbai.

JURISDICTION:

It is mutually agreed between CHANNEL PARTNER and the COMPANY that any dispute or claim arising under this Agreement shall be subject to the exclusive jurisdiction of the courts at Mumbai.

IN WITNESS WHEREOF, the parties hereto has hereunto set and subscribed their respective hands and seals this day _____ of _____, 20____.

For OSS RETAILS PVT LTD

For M/S. _____

Authorized Signatory

Authorized Signatory

Witness:
Signature _____
Name and Address

Witness:
Signature _____
Name and Address

