

LOCAL ALLIANCE AGREEMENT  
BETWEEN  
WELEBRITI INFOTECH PRIVATE LIMITED  
AND

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BY AND BETWEEN

**WELEBRITI INFOTECH PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its office Office no. 6, Ground Floor, The great eastern Summit – A, Plot no 56, Sector 15, Belapur, Navi Mumbai, Maharashtra – 400 614 and represented by its Authorized Signatory Mr. Nitin Manore (hereinafter “**Company**” which expression shall where the context so requires be deemed to include its successors and assigns), of the ONE PART;

AND

\_\_\_\_\_, a company incorporated under the [Companies Act, 2013/ Companies Act, 1956]/Individual/Proprietor and having its principal place of business at \_\_\_\_\_ and represented by its Authorized Signatory \_\_\_\_\_ (hereinafter referred to as the “**Partner**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the OTHER PART.

“**Parties**” means collectively the Company and the Partner and “**Party**” means each of the Company and the Partner individually, as the context may require.

WHEREAS:

- A. The Company is engaged in the business of Software & Mobile Applications.
- B. The Partner is engaged in the business of \_\_\_\_\_.
- C. The Parties now wish to record their final understanding whereby the Partner is desirous of selling

the Services (defined hereinafter) and the Company is desirous of appointing the Partner, on a non-exclusive basis, as its partner for selling the Services in the Territory (defined hereinafter), subject to the terms, conditions and provisions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

## **1 DEFINITIONS AND INTERPRETATION**

- 1.1 In the Agreement: (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following capitalised terms shall have the following meanings indicated herein below:

“**Confidential Information**” means any information, which is provided in a documentary or computer form or other physical embodiment whether or not marked or designated as confidential by the person disclosing the same;

“**Intellectual Property**” means all trade names, trademarks, service marks, service names, trade dress, patents, copyrights, website platforms, logos, registered designs, domain names and utility models, inventions, Confidential Information, brand names, databases and database rights, know-how, and business/corporate names, and any similar rights situated in any country and the benefit of any of the foregoing (in each case whether registered or unregistered and including applications for the grant of any of the foregoing and the right to apply for any of the foregoing in any part of the world); and

**“Services”** shall mean the Company’s product(s) as set out in SCHEDULE 1. **“Territory”** means the country of India.

## **1.2 Interpretation**

- 1.2.1 The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the relevant statute/legislation.
- 1.2.2 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- 1.2.3 Any reference to a contract or other document as of a given date means the contract or other document as amended, supplemented and modified from time to time through such date.
- 1.2.4 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 1.2.5 Headings, subheadings, titles, subtitles to clauses, sub clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the annexure hereto and shall be ignored in construing the same.
- 1.2.6 The terms “hereof” “herein” and “herewith” or similar expressions used in this Agreement mean and refer to this Agreement and not to any particular clause of this Agreement.
- 1.2.7 Unless otherwise specified in a particular case, reference to days, months and years are to calendar days, calendar months and calendar years, respectively.
- 1.2.8 Any reference to “writing” shall include printing, typing, and other means of reproducing words in visible form as stipulated in this Agreement, but shall exclude electronic mails and text messaging via mobile phones.
- 1.2.9 The words “include” and “including” are to be construed without limitation unless the context otherwise requires or unless otherwise specified.

## **2 AUTHORIZATION/TERRITORY**

- 2.1 Subject to the terms of this Agreement, the Company hereby authorizes and appoints the Partner and the Partner hereby accepts the appointment on a non-exclusive basis to promote, market and sell the Services, or such other services as may be agreed from time to time, in the Territory in accordance with the terms and conditions stipulated in this Agreement. Partner will bear the costs of all of its advertising, marketing, and promotion for the Services in the Territory.

### **3 PURCHASES**

- 3.1 The Partner is required to purchase such minimum number of Services from the Company as per its eligibility prior to commencement of marketing and sale of Services by the Partner in accordance with this Agreement ("**Inventory**"). Further, the Partner is allowed to buy additional Services only up on completing sales of the entire Inventory in possession at the time of such additional purchase being made by the Partner.
- 3.2 However, it is clarified that such requirement of purchase of minimum number of Services by the Partner and such additional purchase of Services is applicable only when such Partner for the very first time enters into a business relationship with the Company and the same is not applicable for the existing Partner's or upon any renewal of this Agreement by the Parties. Further that there is no target to be achieved by the Partner on an annual or monthly basis and the Partner is free to buy the Services at any point of time only subject to the Services earlier purchased have been completely sold.

### **4. PAYMENT OF SERVICES**

- 4.1 Advance for Services: The Partner shall make payments for the Services (that it will ultimately sell to third party customers) to the Company in advance ("**Inventory amount**"). The Partner shall pay the price of each Service, in accordance with the then amount as stipulated on the Company's "Website" [www.tapphop.com](http://www.tapphop.com), to the Company for purchasing the Services, which shall be exclusive of taxes and non-refundable.

Where any withholding on payment of Inventory amount is required by law the Partner shall additionally pay such amount in respect of the Inventory amount such that the Company receives the total payment of the Service, as is then appearing on the Website, as if no such withholding has occurred.

- 4.2 Upon making the payment, the Services shall be reflected in the support dashboard of the Company.
- 4.3 The Partner will only be allowed to sell those Services for which advance payment has been received by the Company and the Partner cannot record any sales beyond the number of Services that he has paid in advance for.
- 4.4 Commission: Please refer Annexure-1 Part-A .

Renewal of Services by the customer: During the Term of this Agreement and any extension thereof, where the customer to whom the Services are sold by the Partner is renewed by such customer, then the Partner shall be entitled to a commission of such percentage as is provided under Annexure-1 Part-A and Part-B on such renewal.

4.5

Invoice: Partner shall raise an invoice on the Company once every month on or before 5th of every month detailing the purchase of the Services in the previous month and the commission entitled for. The Company agrees to pay such approved invoices within 30 (thirty) days of timely receipt of the invoice. In the event that the Company disputes an invoice amount or some portion thereof, the Company shall notify the Partner with reasons for disputing any amount within 15 (fifteen) days after receipt of the invoice, whereupon the Parties shall promptly seek to resolve the dispute by mutual discussions.

The Parties agree that in respect of any taxes, duties or other government imposed charges which are required to be deducted from the payments made to the Partner, Company shall make such deductions from the amounts owed to the Partner, and pay them to the appropriate government authority, and provide the Partner with proof of payment.

5

#### 5.1 **VALIDITY OF SERVICES**

The Services bought by the Partner will be valid for a period of 1 (one) year from the date of purchase ("**Validity Period**") and shall have to be renewed thereafter.

5.2

On and after the expiry of the Term of this Agreement the Services purchased by the Partner will expire and cannot be sold to third party customers, unless this Agreement is extended.

5.3

Notwithstanding anything stated herein, the Company shall not be liable to refund the purchase consideration/advance payment made by the Partner for the Services which the Partner was unable to sell during the Term of this Agreement.

6.

#### **RESALE PRICE**

The Company shall set the minimum resale price and the maximum resale price of the Services supplied to the Partner. The Partner shall not charge in excess of the maximum resale price and shall not charge lower than the minimum resale price. The Partner shall keep the Company informed at all times of its resale prices.

6.1

The minimum resale price and the maximum resale price for each Service is set out in SCHEDULE 1.

6.2

The Company shall be entitled to change the Services and to discontinue the sale or availability of any or all of the Services without incurring any liability to the Partner. The Partner shall have no claim against the Company for exercise of the rights by the Company pursuant to this Clause.

6.3

The Partner shall not be entitled to change and/or modify the Services supplied by the Company without the prior written approval of the Company.

6.4

The Services shall be provided by the Company and sold by the Partner in conformity with applicable laws and within stipulated timeframe.

6.5

**7****DIRECT SALES BY THE COMPANY**

The Company, itself or through any third parties appointed by it in this regard, shall have the unrestricted right to market, distribute, and sell the Services to such parties who may place their orders directly with the Company or with such third parties appointed by the Company.

**8****OBLIGATIONS AND RESPONSIBILITIES OF THE PARTNER****8.1**

The Partner shall not make any representation or warranty in respect of the performance or specification of the Services other than representation and warranty contained in the terms and conditions of the Company available at <https://tapphop.com/Tnc> and updated from time to time, and the Partner shall ensure that upon a customer selecting a Service pack, the customer expressly agrees to be bound by such terms and conditions.

**8.2**

The Partner represents and warrants that it/he has not been associated directly or indirectly, in any manner whatsoever, (including any of the Partner's personnel) with the Company one year prior to the Effective Date of this Agreement.

**8.3**

The Partner shall obtain a prior written approval from the Company to sell/ renew Services of customers/clients associated with other channel partners or Company's existing account.

**8.4**

The Partner shall be responsible for identifying potential sale opportunities and converting leads into sales in the Territory.

**8.5**

The Partner shall use its best efforts to promote the Services and conduct marketing activities, at its sole expense, to maximize the sale of the Services and increase awareness about the Company's Services in the Territory.

**8.6**

The Partner shall be responsible for providing adequate training/information to the customer in respect of the Services including but not limited to (a) addressing/helping/support to the customer with initial teething issues/problems with respect to the Service; (b) with the information pertaining to the use of Services, content updating, general information etc.

**8.7**

The Partner shall ensure that the customers to whom the Services have been sold by the Partner adhere to the Company's guidelines of usage of the Services.

**8.8**

The Partner shall maintain information pertaining to the sales orders, invoice payments etc. and shall render true and correct accounts to the Company, in the course of sale of the Services whenever required by the Company.

**8.9**

Partner shall ensure a prompt follow up with the existing customers to renew the Services at least one month prior to the end of the Validity Period of the Services.

**8.10**

Partner understands that the nature of Services is such that the customers to whom the Services have been sold by the Partner may require support with respect to Services after sale. Partner undertakes to resolve any issues required by such customers and where deemed necessary by the Partner, the Partner shall communicate to the Company's customer support team at [support@tapphop.com](mailto:support@tapphop.com), from time to time during the subsistence of this Agreement, any such queries and concerns received from the customers to whom the Services have been sold by the Partner.

Any negligence or delay in communication by the Partner shall be considered as a breach of this Agreement.

- 8.11 Partner shall perform its obligations using professional standards of skill, quality, diligence and care and consistent with highest industry standards and in compliance with the applicable laws, including anti-corruption laws, instructions, specifications, procedures, standards, guidelines issued by the Company and shall take maximum efforts to create profit incentives for the Company.

#### **OBLIGATIONS OF THE COMPANY**

The Company shall procure all licenses, registrations, authorizations, and clearances under applicable laws with respect to the Services.

The Company shall provide information and technical assistance to the Partner, as may be required from time to time. However, it is clarified that no marketing material, printed stationery or the like will be provided to the Partner by the Company for any purpose whatsoever.

#### **9 INTELLECTUAL PROPERTY RIGHTS**

- 9.1 The Company will provide the Services to the Partner under its Intellectual Property. The Partner shall not use the Intellectual Property of the Company or adopt any trademarks identical to or similar to the Intellectual Property of the Company in the Services, except as the Company may
- 9.2 authorise in writing. All Intellectual Property of the Company vests in the Company and the mere use of the trademark, logo, , data etc. of the Company by the Partner for the marketing, promotion and sale of Services shall not create any right or interest in such Intellectual property in favour of the Partner or any person whatsoever. Any actual or alleged misappropriation or infringement of the Intellectual Property of the Company shall be indemnified by the Partner.

#### **10**

##### **10.1**

If the Partner becomes aware of any instances of misuse or infringement of any of the Intellectual Property of the Company by third parties, it shall forthwith notify the Company and render all assistance to the Company in any proceedings that the Company may take to prevent such misuse or infringement.

#### **CONFIDENTIALITY**

- 10.2 The Partner ("Receiving Party") shall not disclose to any third party or use any Confidential Information of the Company ("Disclosing Party"), except as expressly permitted under this Agreement, and shall take all reasonable measures to maintain the confidentiality of all such Confidential Information in its possession or control, which shall in no event be less than the

#### **11**

##### **11.1**

measures it uses to maintain the confidentiality of its own information of similar importance. Notwithstanding the foregoing, the obligation of confidentiality shall not apply to any disclosure of information (i) that is in or enters the public domain other than by reason of a breach by the Receiving Party; or (ii) that was in the possession of the Receiving Party prior to disclosure to the Receiving Party proven by its written records; or (iii) already at the date of disclosure which has been developed as a result of the efforts of the Receiving Party and not as a direct or indirect result of the disclosure of the same information by the Disclosing Party; or (iv) which is obtained lawfully by the Receiving Party from a third party who is not known to have obtained such information directly or indirectly from the Disclosing Party; or (v) required by under applicable law or order of any court or governmental body having jurisdiction provided to be disclosed; or (vi) disclosed to financial and legal advisers, however, that prior to such disclosure, the Receiving Party hereto who is required to disclose the information shall inform and consult with the Disclosing Party hereto as to the information which will be disclosed and, provided, further, that the information so disclosed shall be limited to that legally required to be disclosed pursuant to such applicable law, or order of any court or regulatory / government authority.

## **12 RELATIONSHIP BETWEEN THE PARTIES**

- 12.1 The Partner is, and shall act as, an independent contractor in all its dealings with the Company and/or with third parties. This Agreement does not give rise to any principal agent relationship or any similar or like relationship between the Partner and the Company. Nothing stated in this Agreement will authorise or permit the Partner to represent or act as or plead that it is an agent of the Company and the Partner shall not hold out as an agent of the Company to any third parties or generally. In the Partner's dealings with third parties, the Partner shall deal in its own name and on its own behalf.
- 12.2 The Partner shall be liable to ensure compliance with all labour laws and regulations applicable to the Partner in respect of its employees and the Company shall not be responsible for any of the employees of the Partner in any manner whatsoever. The Partner shall not represent to its employees that they are employed by the Company. Further, upon the expiry or earlier termination of this Agreement, the Company shall not be liable to employ any of the employees of the Partner nor shall the Company have any obligations towards any of them.

### **13 TERM**

- 13.1 This Agreement shall be valid and effective for a period of 3(three) years from the Effective Date (“**Initial Term**”), unless terminated earlier in accordance with this Agreement.

The Parties may extend the Initial Term of this Agreement for a further period on mutually agreed terms and conditions, to be recorded in a Letter of Extension by the Parties. It is clarified that the ‘**Term**’ shall include the Initial Term and/or the extended term, if any.

### **14 TERMINATION**

- 14.1 Notwithstanding anything stated herein, neither Party can terminate this Agreement for a period of 1 (one) year from the Effective Date (“**Lock-in Period**”) except (a) for a breach of this Agreement which breach, if curable, is not cured by the defaulting Party within 30 (thirty) days of receipt of a notice from the other Party (b) for negligence, non-performance or partial performance of the obligations or terms of this Agreement by the Partner in which case the Company may, at its sole discretion, be entitled to terminate this Agreement with immediate effect.

- 14.2 Subject to the Lock-in Period set out in Clause 14.1 above, either Party may terminate this Agreement by providing not less than 3 (three) months’ prior notice in writing of its intention to terminate this Agreement.

Effect of termination: On expiry or termination of this Agreement

- (a) All authorizations granted to the Partner under this Agreement shall terminate immediately
- (b) The Partner shall not be liable to any commission after the full and final settlement has been reached and completed between the Parties.
- (c) The Partner shall promptly return all the Confidential Information of the Company and any and all records and papers entrusted to the Partner.

### **15 REPRESENTATIONS AND WARRANTIES**

- 15.1 Each Party represents to each other that it has the necessary authorizations to enter into this Agreement and that this Agreement constitutes legal, valid, and binding obligations on it that are enforceable in accordance with the terms of this Agreement.

### **16 INDEMNITY**

- 16.1 Each Party shall defend and indemnify the other Party from and against all direct losses, liabilities, claims, damages, judgments, settlements and expenses, including reasonable attorneys’ fees, actually incurred or suffered by the other Party arising out of or resulting from any breach by such Party of any representations, warranties, undertakings, covenants, and obligations contained in this Agreement.

### **17 LIMITATION OF LIABILITY**

- 17.1 The aggregate liability of the Company for any loss, claim, or damages arising from or relating to this Agreement shall be limited to the extent of payments received by it from the Partner, subject

to any liability which cannot be limited or excluded by applicable law. Further, the Company shall not be liable to the Partner for any indirect or consequential loss or loss of profits arising from or in connection with this Agreement.

## **18 GOVERNING LAW**

- 18.1 This Agreement will be governed by and construed in accordance with Indian law and subject to Clause 18, all the matters arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts at Mumbai, India.

## **19 DISPUTE RESOLUTION**

- 19.1 Any dispute or claim involving the Parties and arising out of or in connection with or relating to this Agreement or the breach, termination or invalidity hereof ("Dispute"), which cannot be finally resolved by such Parties within 30 (thirty) days of the arising of a Dispute, will be referred to binding arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996.
- 19.2 All arbitration proceedings will be conducted in the English language and the seat of arbitration will be Mumbai. The arbitration proceedings shall be conducted by a sole arbitrator mutually appointed by the Parties.
- 19.3 The existence or subsistence of a Dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Agreement which are not in Dispute, and the Arbitrator shall give due consideration to such performance, if any, in making a final award. All expenses of the arbitration shall be borne equally by the Parties, unless the Arbitrator rules otherwise.

## **20 MISCELLANEOUS**

### **20.1 Notice**

#### **20.1.1 Service of Notice**

All notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it, except for electronic mail notification where physical signature would not be possible. Such notice shall be served by delivering by hand, registered post, courier or electronic mail to the address set forth below. In each case it shall be marked for the attention of the relevant Party set forth below. Any notice so served shall be deemed to have been duly given (i) in case of delivery by hand, when hand delivered to the other Party; or (ii) when sent by registered post acknowledgement due, where 15 (fifteen) days have elapsed after dispatch; or (iii) when delivered by courier on the 2<sup>nd</sup> (second) day after deposit with an overnight delivery service, postage prepaid, with next day delivery guaranteed, provided that the Party issuing the notice receives a confirmation of delivery from the delivery service provider; or (iv) electronic mail notification from Company shall be equally considered as acknowledgement from the Partner .

**To the Partner:**

Attention :  
Address :  
Telephone :  
Email :

**To the Company:**

Attention : **Welebriti Infotech Pvt. Ltd.**  
Address : Office no. 6, Ground Floor, The great eastern  
Summit – A, Plot no 56, Sector 15, Belapur, Navi  
Mumbai, Maharashtra – 400 614  
Telephone : 07710005700  
Email : [thpartnercommunity@tapphop.com](mailto:thpartnercommunity@tapphop.com)

Further, for any compliance issues the Partner can write directly to [thpartnercommunity@tapphop.com](mailto:thpartnercommunity@tapphop.com)  
and for service related issues to [support@tapphop.com](mailto:support@tapphop.com)

20.1.2 **Change of Address**

A Party may change or supplement the addresses given above, or designate additional addresses for purposes of Clause 20.1 by giving the other Party written notice of the new address in the manner set forth above.

20.2

**Non-waiver**

Any waiver or acquiescence by a Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

20.3

**Assignment**

Neither Party shall assign, transfer, pledge, or make other disposition of this Agreement or any part thereof or of any of its rights, claims, or obligations under this Agreement except with the prior written consent of the other Party.

20.4

**Amendments**

This Agreement may be amended or modified, at the sole discretion of the Company and the Partner agrees to and shall abide by all the amendments or modifications carried out by the

Company, from time to time, during the Term of this Agreement. However, any modifications/amendments to the commercial terms under this Agreement shall be notified by the Company to the Partner 30 days prior to its implementation.

**20.5 Entire agreement**

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements, either oral or in writing, between the Parties with respect to the subject matter herein.

**20.6 Survival**

The termination of this Agreement shall in no event terminate or prejudice: (a) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination (including payment of any amounts by the Partner to the Company); and (b) any provision which by its nature is intended to survive termination, including the provisions stated in Clauses 10(*Intellectual Property Rights*), 11(*Confidentiality*) , 16 (*Indemnity*), 17 (*Limitation of liability*), 18 (*Governing Law*), 19 (*Dispute Resolution*), and 20 (*Miscellaneous*).

[FOLLOWING THIS PAGE IS THE EXECUTION PAGE]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

**Signed and delivered for and on behalf of**

**WELEBRITI INFOTECH PRIVATE  
LIMITED**

**By: NITIN MANORE**

**Title: EXECUTIVE**

**DIRECTOR**

**Signed and delivered for and on  
behalf of \_\_\_\_\_**

**Name:**

**Title:**

**Witness:**

**1.**

**2.**

## SCHEDULE 1

### SERVICES

As Company's channel partner the Partner is being enabled to sell Company's products as under:

1. Tapphop Doctor app: Tapphop doctor app is an organic mobile plus web application with which the doctors get their own personalised mobile app listed on Google play store a business website that can easily be updated via an app or a management portal as well as a web portal to handle complete clinic and patient management.

Following are the short features of the same:

- Patient Self Registration
- Add walk-In patient
- Live chat with slot booking
- Add family members
- Tapphop platform listing
- Electronic health record system which includes E-Prescription as well as patient medical records
- Adding visiting doctors
- SMS reminders
- Push Notifications
- Blogs & Articles
- Gallery & Videos
- Panic Feature
- Feedbacks
- Multiple locations integrated into single app
- Doctor & clinic information
- Services & Facilities

Company will provide the Partner with a distribution portal "**Tapphop Support Dashboard**" ([support.withfloats.com](http://support.withfloats.com)) with a username and password, from where the Partner can manage their orders, see their performance and activate any products for their customers.

#### Minimum Resale Price and Maximum Resale Price

Service	Minimum Sale Price	Maximum Sale Price
One subscription package for one doctor/clinic	20% discount on the price mentioned in the Website	As mentioned in the Website

## ANNEXURE - 2

### PART-A

Master Distributor	Monthly	1 Year	2 Years	3 Years	5 Years
	Actual Price 2999	1999	1599	1299	1000
Months		12	24	36	60
Total Cost		23988	38376	46764	60000
Apps Sold		1	1	1	1
Total Revenue Generated		23,988	38,376	46,764	60,000
MD Payout		60%	60%	60%	60%
MD payout		14,393	23,026	28,058	36,000

Channel Partner	Monthly	1 Year	2 Years	3 Years	5 Years
	Actual Price 2999	1999	1599	1299	1000
Months		12	24	36	60
Total Cost		23988	38376	46764	60000
Apps Sold		1	1	1	1
Total Revenue Generated		23,988	38,376	46,764	60,000
CP Payout		40%	40%	40%	40%
CP Payout		9,595	15,350	18,706	24,000

## Part B

Commission for all renewals through channel partner only

Renewals**	Commission Slab
Each	30%

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

\* Commission will be paid on net amount after deducting all applicable taxes

\* TDS will be deducted on the commission paid as per Income tax rules and TDS certificate will be issued to Partner on a quarterly basis.

\*The Partner's commission will be dispensed next month from the time of delivery of the app by the Partner. In case of any deviation Partner will be informed by the Company. The Commission will be released as per the commission slab achieved for the calendar month as mentioned above.

\*\* Renewals refer to all extensions of existing subscriptions

\*\* Commission on renewal sale will be released only if the Partner Agreement is in force

