



Reseller Agreement

This Reseller Agreement is made on the Agreement Date between **Apne Apps Pvt Ltd (Mandify owner)**, hereinafter referred to as Provider, whose principal place of residence is at [CORPORATE JURISDICTION] corporation with its principal place of business at ["A" ADDRESS] and [PARTY B NAME], hereinafter referred to as Reseller, whose principal place of residence is at [CORPORATE JURISDICTION] corporation with its principal place of business at ["B" ADDRESS].

1. Appointment of Reseller

1.1 Authorization and Appointment. Provider hereby authorizes and appoints Reseller, and Reseller accepts the authorization and appointment, as Provider's non-exclusive reseller, to market, sell, or incorporate for resale the Provider Products listed in the attached to this agreement within the Territory.

1.2 Revision of Authorization. Provider may revise the list of Products by

- a. Giving Reseller written notice, and
- b. Cooperating with Reseller to draft, execute, and attach to this agreement an amended list of Products reflecting the revisions.

2. Orders

2.1 Purchase Orders. Reseller shall submit all orders for Ecommerce platform (product) to provider in writing or as provider otherwise specifies, and include in each Order

- a. each product it is ordering,
- b. the name of customer of each product it is ordering,
- c. the unit price of each product it is ordering,

2.2 Order for free trial websites. Reseller can propose an offer of free website to customers for trial, subject to prior approval from provider.

3. Delivery of Products

3.1 Delivery. Provider shall, at no expense to Reseller, deliver each order of Products to Customer referred by Reseller.

4. Product Materials

4.1 Marketing and Informational Materials. On reseller's request, provider shall provide Reseller with the marketing, promotional, and other information in English about the products. The cost of materials and delivery charges shall be borne by the reseller.

5. Changes to Products. Provider may discontinue or modify the Products, modify the Product specifications, or replace the Products with similar Provider or third party products, except that Provider may not discontinue, modify, or replace Products that are subject to an accepted and outstanding Purchase Order, unless required by Law.

6. Price and Payment

6.1 Compensation for Reseller. Provider shall pay reseller a percentage of the subscription fee paid by the customer. The percentage is specified in the reseller proposal document. The customer here implies only the ones to whom the said reseller has sold the product.

6.2 Disbursement of compensation will be made within 30 days of customer agreement and is subject to the conditions

- a. Provider receiving payment from the customer.
- b. It will be proportionate to the amount received by provider, accounting for cases of part payment.
- c. Reseller shall borne the banking and other transaction charges incurred for payment of compensation.

6.3 Collection of subscription fee. Reseller shall not collect subscription fee from customer. The reseller should ensure that payment of subscription fee be done directly towards the provider.

6.3 Resale Prices. Reseller may not determine its own retail prices, and should use retail prices provided by Provider. List price for each Product, as listed in the reseller proposal document, attached to this agreement.

6.4 Changes to Prices

- a. **Notice of upcoming changes.** If provider changes its list prices, provider shall give reseller one week's notice before implementing those changes.
- b. **No effect on outstanding orders.** Changes to Provider's list prices will not affect any Orders already submitted.

6.5 Changes to compensation plan. Provider holds the rights to change the reseller compensation plan.

7. Payment of List Prices

7.1 Invoice Delivery. Provider shall invoice Reseller for each delivery of Products within [seven] Business Days' after customer accepts the delivery.

8. Taxes. Payment amounts under this agreement do not include Taxes, and Reseller shall pay all Taxes applicable to payments between the parties under this agreement.

9. Term

9.1 Initial Term. The initial term of this agreement will begin on the agreement date and continue for three months, unless terminated earlier.

9.2 Automatic Renewal. Subject to condition that the reseller brings in atleast three customers in current term, at the end of each Term this agreement will automatically renew for a renewal term of three months, unless terminated earlier.

9.3 Election Not to Renew. Either party may elect not to renew this agreement, by providing notice to the other party at least one week before the end of the Term.

Term Definition. "Term" means either the Initial Term or the then-current Renewal Term.

10. Intellectual Property. Except for rights expressly granted under this agreement,

- a. Nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party, and
- b. Each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.

11. Reseller Responsibilities

11.1 Marketing. Reseller shall use reasonable efforts to market, advertise, and otherwise promote and sell the Products in the Territory. Reseller shall contain themselves within the information deemed suitable to divulge by the provider. Reseller shall not make false and/or extravagant claims/promises about the product.

11.2 Records and Reports

a. Maintain Records and Reports. For two years after the expiration or termination of this agreement, Reseller shall maintain records of its marketing, sales, and support and maintenance services under this agreement.

b. Reports to Provider. On Provider's reasonable request, Reseller shall provide Provider with reports describing its sales of Product in the Territory, including the number of Product sold, the dates and serial numbers of the Product sold, and remaining inventory on hand.

11.3 Employee Training. Reseller shall ensure that any of its employees who are responsible for the marketing, sales, and technical support services for the Products have proper skill, training, and background to enable them to provide these services in a competent and professional manner, including ensuring relevant employees complete any training programs Provider requires.

11.4 Cooperation. Reseller shall work closely with Provider and use reasonable efforts to meet the mutually agreed-upon sales goals.

11.5 Markings and Notices. Reseller will not remove or alter any trademarks, Product identification, notices of any proprietary or copyright restrictions, or other markings or notices that appear on the Products or their packaging.

11.6 No Reverse Engineering. Reseller will not create or attempt to, or aid or permits others to, create by reverse engineering, disassembly, de-compilation, reverse engineering or otherwise, the internal structure, the source code, hardware design, or organization of any Product, unless expressly permitted by Law,

- a. copy, modify, translate, or create derivative works of software included in any Product, unless Provider consents in writing, or
- b. Separate the product into component parts for distribution or transfer to a third party.

11.7 Working for competition: Reseller agrees not to work for any party that is a competitor of the provider. Moreover, reseller agrees to sign a Non-Disclosure Agreement (NDA) with the provider.

12. Compliance with Laws. Each party shall

- a. Comply with all applicable Laws relating to subject matter of agreement, and
- b. Notify the other party if it becomes aware of any non-compliance in connection with this section.

13. Publicity

13.1 Consent. Reseller agrees to not use the other party's name, logo, or trademarks, or issue any press release or public announcement regarding this agreement, without the other party's written consent, unless specifically permitted under this agreement or required by Law.

14. Termination

14.1 Termination on Notice. Either party may terminate this agreement for any reason on one week's notice to the other party. seek

14.2 Termination for Material Breach. Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if

- a. The other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and
- b. The failure, inaccuracy, or breach continues for a period of 14 Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

14.3 Termination for Insolvency. If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.

15. Effect of Termination

15.1 Termination of Obligations. Subject to paragraph 6. - Price and Payment - on termination or expiration of this agreement, each party's rights and obligations under this agreement will cease immediately.

15.2 Payment Obligations. Even after termination or expiration of this agreement, each party shall

- a. Pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and
- b. Refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.

15.3 No Further Liability. On termination or expiration of this agreement, neither party will be liable to the other party, except for liability that arose before the termination or expiration of this agreement.

16. Limitation on Liability

16.1 Mutual Limitation on Liability. Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

17. License Grants

Documentation License Grant. Provider hereby grants to Reseller a non-transferable, non-exclusive, non-sublicensable, and royalty-free license to

- a. reproduce or transmit documentation Provider provides Reseller for marketing, selling, and distributing the Products
(provided such documentation is not modified and ANDA's proprietary notices are not removed),
- b. Reproduce and transmit any user manuals and other documentation provider creates for customers in connection with the Products.

18. General Provisions

Entire Agreement. The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement,

- a. Represent the final expression of the parties' intent relating to the subject matter of this agreement,

- b. Contain all the terms the parties agreed to relate to the subject matter.

Counterparts

Signed in Counterparts. This agreement may be signed in any number of counterparts.

All Counterparts Original. Each counterpart is an original.

Counterparts Form One Document. Together, all counterparts form one single document.

Amendment. The terms of this agreement are subject to change. The provider shall duly inform the reseller about the changes in terms of agreement.

Assignment. Reseller may not assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

Binding Effect. This agreement will benefit and bind the parties and their respective heirs, successors, and permitted assigns.

This agreement has been signed by the parties.

[PARTY A NAME]

Name: [PARTY A SIGNATORY NAME]

Title: [PARTY A SIGNATORY TITLE]

[PARTY B NAME]

Name: [PARTY B SIGNATORY NAME]

Title: [PARTY B SIGNATORY TITLE]