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RESELLER AGREEMENT
Between
("CSS Ekendra Private Limited")

Agreement Sample

And

(Partner Company Name)

WLP AGREEMENT including the schedules, annexure hereto (the "Agreement") is made at Alipurduar on between:

"Css Ekendra Private Limited" a Company incorporated in India and having its registered office Alipurduar, Near 31 NH Road, Shilbari Hat, Alipurduar, West Bengal-736204. (Hereinafter referred to as "EKENDRA ") (Which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns).

AND

(Partner Company Name) is a Proprietorship/Partnership firm or Company and having its office/registered office at Partner Company Full Address (ANNEXURE-A and ANNEXURE-B)

(Hereinafter referred to as "WLP") (which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns). RECITALS.

1. Whereas EKENDRA is a customized software development company. EKENDRA offers multi service base platform throughout the country. EKENDRA has developed its own technology and is the sole, absolute owner of the same and conducts all its business operations through its technology/technology platform. EKENDRA has provided multi service portal throughout the country as part of its business operations.

2. Whereas the WLP is also in a similar kind of business or intending to get into similar kind of business as EKENDRA but on a smaller scale i.e., WLP has its own network of individual clients and joints wherein it promotes and offers similar kind of services and products as done by EKENDRA.

3. Whereas WLP does not have the presence and the required technology to conduct its business operations on its own and hence approached EKENDRA with an offer to use EKENDRA 's Platform to route its transactions.

4. Whereas both the parties held detailed deliberations and agreed that EKENDRA will provide a Technology Platform as an aggregator of a Technology partner to WLP for doing Recharge, Utility Bill , AEPS,BBPS, DMT ,PSA ID Creation & Coupon Distribution, Insurance. Recharge Business for which WLP will pay to EKENDRA a fixed remuneration of Rs.35,000/- and GST for using the Technology Platform. EKENDRA shall only provide the technology Platform as desired by WLP and using the Platform of EKENDRA WLP shall promote/conduct its business operations in a manner i.e., conducive/feasible to it. WLP can have its own plans and commission structure and can have its area of operations throughout India. Yearly hosting and support fee fixed remuneration of Rs.3999/- and GST using the Technology Platform.

Whereas this WLP Agreement witnessed as under:

1. Scope

- EKENDRA shall provide a technology platform to WLP. WLP shall perform the work as specified by EKENDRA from time to time. Any changes on the service offerings which may have financial impact will be discussed mutually before implementing.

2. Taxes

- EKENDRA shall make payments after deduction of relevant tax at source as may be applicable under Income Tax Act, 1961. EKENDRA shall provide TDS Certificates as per the requirements of Income Tax Act, 1961.
- In case any other taxes including but not limited to Value Added Tax, Service tax are applicable it shall be indicated in the invoice raised by EKENDRA separately and WLP shall pay accordingly.

3. Technology Platform

- Using EKENDRA 's Technology Platform, WLP can conduct its business operations throughout the country under its own name and style, WLP is at liberty to conduct its business operations in any manner that it wishes to. WLP is at liberty to have its own plans, commission's structure, scheme that it can promote under WLP's own name and style.
- That it is agreed between the parties that EKENDRA 's role vis a vis its relation with WLP is limited to the extent of providing a stable, error free Technology Platform and EKENDRA shall maintain all the data base and Business of WLP at WLP's own costs and shall provide a monthly report to WLP.
- It is agreed between the parties that EKENDRA is at liberty to have any number of WLP and the WLP shall not have any objections for the same. EKENDRA is also at liberty to offer all the services which they already have on their Platform or any other new services in future and WLP shall not have any objection for the same.
- EKENDRA and its team shall not be responsible or accountable or responsible for any such misuse as EKENDRA is only a Technology Platform provider.
- It is agreed between the parties that for the time that WLP utilizes the Technology Platform Of EKENDRA, EKENDRA shall maintain the data base of the business transactions of WLP and shall provide to WLP a statement detailing the transactions at the end of every month. WLP will provide a branding or reference as "powered by EKENDRA" on their Website.
- In case of any enhancement in the technology platform provided to WLP, and WLP chooses to such enhancement, EKENDRA shall provide such enhancements at the mutually agreed cost by the parties.
- It is agreed between the parties that WLP is directly responsible for all business Transactions that it may transact/do with its clients and EKENDRA shall not be responsible on any count. WLP is responsible for the after sales supports with its clients and shall be solely responsible for all the costs and consequences that may arise during the course of its business operations.

4. Intellectual Property Rights

- WLP acknowledges that EKENDRA retains all the Intellectual Property Rights including but not limited to Copyright, Trademark, Patents and Designs, in Technology Platform, and/or its future enhancements, and by this Agreement no ownership or any other rights of whatsoever nature with respect to intellectual property in Technology Platform are transferred to WLP.

5. Term and Termination

- The term of this Agreement shall be One (1) year from the date of execution of this Agreement. The parties may renew the Agreement for further term of one year by providing Thirty (30) days written notice prior to the expiration of the term of the Agreement.
- This Agreement may be terminated by the parties without cause upon Thirty (30) days written notice. In case of any violation of terms of this Agreement and failure of defaulting Party to correct such default within fifteen (15) days of notice of such default by other Party, the non-defaulting party can terminate this Agreement.

6. Confidential Information

- Parties shall treat the details of the Agreement and each other's operations and affairs as private and confidential, save in so far as may be necessary for the purposes of the Agreement, and shall not publish or disclose the same to any third party or entity. The parties agree that during the term of this Agreement the parties may exchange with each other, Confidential Information.
- "Confidential Information" shall mean all ideas, concepts, technology, proof of concept, Software System, know-how, strategies, client data, business, technical information, or any other information identified by the parties as confidential prior to disclosure.
- In consideration of disclosure of Confidential Information, the recipient party shall use reasonable means not less than those used to protect its own confidential information of a similar nature and value. Access to Confidential Information to own employees shall be on a need-to-know basis only.
- The parties shall return all Confidential Information, including any whole or partial copies thereof, immediately upon written demand by the other party.

7. Disclaimer

- TECHNOLOGY PLATFORM, AND ALL CONTENTS, MATERIALS, PRODUCTS ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. THE TECHNOLOGY PLATFORM IS NOT HACK PROOF. THE DATA MAY GET PILFERED, DAMAGED, LOST, GARBLED OR BECOME USELESS.
- Without limiting the foregoing, EKENDRA shall not be responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions. WLP understands, acknowledges and agrees that WLP is assuming the entire risk as to WLP's data, quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, safety, security and validity of any and all features and functions of the Technology Platform, including, without limitation, materials associated with WLP's use of the Technology Platform.

8. Other Obligations

- It is agreed between the parties that EKENDRA is only a facilitator of Technology Platform, infrastructure, software, recharge engine using which WLP shall conduct its business

operations under its own brand, name and style and that WLP is solely responsible for its business and their consequences without any liability of any nature to EKENDRA.

- WLP specifically undertakes that it shall not misuse the Technology Platform, infrastructure, software and recharge engine of EKENDRA and shall use the same to conduct its business operation in a legal manner. WLP understands and agrees that EKENDRA being a Technology Platform provider is no way concerned or responsible for WLP's business or its transactions with its distributors and retailers.
- It is specifically agreed and understood by WLP that it shall promote EKENDRA 's business in its own way and as and when EKENDRA launches a new service/product, WLP specifically undertakes to promote the same through its own network and shall effectively promote EKENDRA 's products through all its outlets.
- In addition to all legal remedies available, it is further agreed between the parties that any non-compliance by WLP with respect to any agreed terms and conditions specified in this Agreement, EKENDRA is empowered to disconnect the Technology Platform usage by WLP without any further notice and WLP in all such events shall be responsible for all its actions, costs and consequences without any liability of any nature to EKENDRA.

9. Indemnification

- The WLP shall defend, indemnify and hold harmless EKENDRA from and against any and all liability, suits, claims, actions, proceedings, losses, damages, judgments and costs (each, a "Claim") caused due to non-compliance of the terms and conditions of this Agreement, noncompliance of any laws and regulations or any loss caused due to negligent manner of working of the WLP or its employees.

10. Liability Limitations

- Notwithstanding any other term of this Agreement to the contrary, in no event shall EKENDRA be liable to WLP or any third party for any direct, indirect, special, incidental, consequential, punitive or exemplary damages or loss of any kind (including but not limited to loss of profit, loss of revenues and the like) howsoever caused, in connection with the Technology Platform whether arising out of contract, tort. In any case the Liability of EKENDRA is limited to the maximum amount received from WLP in immediately preceding six months.

11. Force Majeure

- In the event either party is delayed or prevented from performing this Agreement any obligations due to any cause beyond its reasonable control, including but not limited to earthquake, tsunami, flood, civil unrest, major power failures, major telecommunications, internet failure, war, Government Sanctions, restrictions, guidance, notifications and acts of God, ("Force Majeure"), such delay shall be excused during the continuance of delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed. In the event any such delay continues

for a period of more than thirty (30) days, either Party may terminate this Agreement under which performance is delayed upon written notice to the other party.

12. Notice

- Any and all notices that either Party hereto is required or may desire to give the other hereunder shall be given by addressing the communication to the address set forth at the start of this Agreement, and shall be given by certified or registered post. Any change to the abovementioned address shall be informed to other Party within thirty (30) days of such change.

13. Assignment

- EKENDRA may assign its rights hereunder without consent of or notice to EKENDRA PARTNER. WLP shall not transfer, assign, sub-license or pledge its rights or obligations hereunder without the written consent of EKENDRA.

14. No Partnership

- The parties are independent entities and the parties acknowledge and confirm that and there is no Principal and Agent relationship. WLP cannot represent, execute any agreements or give any commitment on behalf of EKENDRA. This Agreement is not intended to and does not create a partnership or joint venture between the Parties. Except as otherwise expressly provided herein, neither Party shall be authorized to make or enter into, nor shall make or enter on behalf of or in the name of the other any contract, agreement, understanding, commitment or other obligation whatsoever.

15. Arbitration

- In case of any disputes arising in relation to this Agreement, the Parties shall mutually appoint one arbitrator and the arbitrators shall appoint one arbitrator who shall preside over the Arbitration proceedings and resolve such dispute as per Arbitration and Conciliation Act, 1996. The language of Arbitration shall be English and the place of Arbitration shall be in Mumbai.

16. Governing Law

- This Agreement shall be governed and construed in accordance with the laws of India and the parties agree to submit to the sole jurisdiction of Mumbai courts.

17. Terms & Conditions

❖ **Terms of Service: -**

- This agreement covers the terms & condition related to purchasing any products & services from EKENDRA through accessed our website via www.e-kendra.co.in As a customer, it is important for you to make sure you read and understand all conditions before making any purchase with us or order any software to avoid any possible misunderstanding in the future.

❖ **Purchase Agreement**

- User cannot use the service to harm/abuse anyone or any firm. User cannot use any bag words in the text that harms a person directly or indirectly. The User understands and makes a transaction only after accepting all of our terms and conditions mentioned below.

❖ **Account Termination**

- We have rights to forfeit the all/partial credits and terminate your ID at any time if we found you using it for illegal campaigns or in breach of DND agreement or any terms and conditions listed in this page.

❖ **Pricing Policy**

- Pricing is bound to change every single month. This may not have any effect on your already bought credits, however, when TRAI or other Govt. regulations hikes/decreases the base price, we have rights to increase/decrease your SMS credits, Recharge & Coupon Price Margin without any prior notice.

❖ **Legal Action on Illegal Usage**

- We track your IP & geo location of your logins every single time and are saved in our database for security. Any illegal use, if found, we might first terminate your ID and might take Legal action on you if the case is in severe breach of ours & Govt's terms and conditions.

❖ **Payment**

- We have 24x5 (Excluding Saturday and Sunday) Billing system available for Neft and Imps. Remember we only accept payment directly from bank not from any 3rd party website or any company. Sometimes billing may take 1 week.

❖ **No Refund Policy**

- We do not have any refund policy, funds transferred to us will never be refunded. So kindly test our services well before making any future transactions.

❖ Account Termination / Change on Margin

- we reserve the rights to modify/change any plan cost anytime without prior notification to their customers. We also reserve the rights to increase/decrease margin/surcharge on any operator anytime without prior notification to their customers. We also reserve the rights to terminate/suspend any of their customer account on violation of our terms and conditions or abuse or any harassment or if customer do not take any recharge balance for more than 1 year or customer uses our services on non-B2B website/portal/app. Pre-approval is required for B2C website/portal/app. No refund will be provided in all cases and if there is any amount of remaining balance left in customer account on our website, same will be converted to zero or nil and no refund/redeem will be given to customer. One recharge transaction and one payment transaction are mandatory in every 90 days, if EKENDRA user has not done any recharge and payment transaction in last 90 days, his/her account will be terminated/suspended automatically by our system.

❖ General

- This Agreement may not be altered, or modified except by a written agreement or addendum signed by authorized representatives of EKENDRA and WLP.
- No delay or failure of either Party in exercising any right and no partial or single exercise of any right shall be deemed to constitute a waiver of that right or any other rights under this Agreement.
- The captions used in this Agreement are for convenience only and are not intended to have any legal effect.
- If any provision, or portion thereof, of this Agreement is invalid or unenforceable under any applicable statute or rule of law, the Agreement shall be valid except it is to that extent to be deemed omitted.
- The Parties have read this Agreement and agree to be bound by all its terms. The Parties agree that there is no conditions precedent. The Parties further agree that this Agreement constitutes a complete and exclusive statement of the agreement reached between them and supersedes all proposals, oral or written, and all other communications between them relating to the terms and conditions of this Agreement.

❖ Payout

- Wallet to account charges : INR 20 (Minimum transaction INR 50,000)
- Instant Payout Charge Rs.20 (24/7 IMPS)
- User activation same days. (YBL AEPS, Fino AEPS, mPOS and Instant Payout activation.)

❖ Pan Card

- PSA Id create 24/7, and Pan coupon approval 10am to 5pm with business working days.
- Yearly coupon sales minimum 30k and PSA id activation minimum 2k.

ANNEXURE-A

ITEM	PARTICULARS
DATE OF AGREEMENT	
PLACE OF EXECUTION	ALIPURDUAR
EFFECTIVE DATE	
NAME OF BUSINESS ASSOCIATES	
NAME OF THE SIGNING AUTHORITY & DESIGNATION	
STATUS (PROPRIETOR,PARTNERSHIP,LLP,PVT LTD)	
REGISTERED ADDRESS	
EMAIL ID	
TEL NOS.	
LIST OF SERVICES	DMT/AEPS/Micro ATM/BBPS/Recharge/Pan Card/Insurance
GST NO & PAN NO.	/
WEBSITE	

ANNEXURE-BDeclaration

I hereby apply to become a WLP of CSS EKENDRA PRIVATE LIMITED (EKENDRA) for facilitating/distributing/providing different product/services ("Services") facilitated/provided/introduced/distributed/made available by EKENDRA. If appointed as WLP, I agree and confirm to abide by the rules and regulations of EKENDRA that may be in force from time to time. I hereby confirm I am competent and capable of the work assigned to me by CSS EKENDRA PRIVATE LIMITED. I declare that the above information is true, correct and fair to the best of my knowledge and belief, and I further undertake to submit all necessary document/s, paper/s, proof/s, information and agreement as required by EKENDRA now of from time to time. I further declare that I have read all terms and conditions attached with this form for appointment as WLP and I am ready to act as per such terms and conditions and all other terms and conditions informed to me by CSS EKENDRA PRIVATE LIMITED from time to time. I shall be liable/responsible for any breach of any of the terms/conditions mentioned by EKENDRA. I shall be solely exclusively and absolutely liable/responsible for my act/s omission/s which shall be harmful (cost / consequence) to EKENDRA / its Affiliates. I also authorise EKENDRA to receive brokerage / commission / fees /charges / deposit due to me, if any, till submission of the said documentation, papers, information, proofs and agreement to the satisfaction of EKENDRA.

In case I have opened or will open account with BANK for personal use, I will not misuse the account with any Bank to migrate the Remittance transaction clandestinely. I understand that this will be breach and violation of Agency responsibility vested on me and if found guilty, I authorise our BC partner to deduct me load balance available with them undertake to submit my bank account statements to BC on request for the period requested.

I have read and fully understood and abide by the contents of this Registration form herein.

SIGNED for and on behalf of the WLP (by its constituted attorney)

CSS Ekendra Private Limited

WLP

Accepted

Accepted

By:

By:

Name:

Name:

Role:

Role:

Date:

Date:

Register Address: Near 3INH Road, Shilbari Hat, Purba Kathal Bari, Alipurduar, 736204, West Bengal, IN

Contact: +91-7797838940 Email: support@e-kendra.co.in Web: www.e-kendra.co.in

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