## **CHANNEL PARTNERSHIP AGREEMENT**

This Channel Partner Agreement ("Agreement") is made and entered into by and between:

**Vikramashila Metrology Pvt. Ltd** better know as "VMPL", a Company registered under the Companies Act 1956 and having its Principal place of Business at 36,M.B. Road Kolkata-700049, main Operational place at P-5,C.I.T ,Kolkata-700014 hereinafter referred to as **"FMCG and Pharma Product Distributor"** OF THE FIRST PART

AND

Your Proprietary/ Partnership Firm/ LLP/ Company hereinafter referred to as **"Channel Partner"** OF THE SECOND PART

(The Distributor firm and the Channel Partner are hereinafter collectively referred to as "Parties" and individually as "Party").

WHEREAS the Distributorship firm and the Channel Partner wish to enter into a mutually beneficial relationship wherein both the parties start joint ventures with an object to spread the sales and services of the listed products to the different parts of the districts in West Bengal

Both the parties hereby agree to the following terms and conditions:

**Purpose:** The intent of this Agreement is to set out the broad terms and conditions of the arrangement between the FIRST PART and the SECOND PART for sales and marketing of the products which belong to the distributorship of 'VMPL'.

**Products**: The products are of FMCG and Pharma which are listed in enclosed Schedule 1 and it may be in future revisions and the modified list shall be shared with the Channel partners

**Marketing Support**: The FIRST Part will provide necessary marketing support by knowledge sharing of the products to be dealt with and the offered scheme etc. Channel partners will be trained in this regard at the initial stage and subsequent training will be arranged either through organizing training at HO or Zoom meeting as and when the Companies launch new product

Teamnest Employee Services Private Limited 410 Tulsiani Chambers, Nariman Point, Mumbai 400021 | www.teamnest.com | legal@teamnest.comCommission/Service Fees: The Channel Partner shall be paid

**Commission/Service Fees** on the basis of the value of the sales by the Channel Partner. The FIRST PART shall pay the Channel Partner

3% Commission will be given to the channel Partner on their monthly sales figure.

Special Incentive will be given to those Channel Partner whose monthly sales will be of 10 Lakh and above.

The Commission/Service Fees is calculated as a percentage of the Sales Value.

**Security Deposit**: The Channel Partner shall have to deposit Rs 25,000/- BY Cash or NEFT and a Money Receipt against deposit of the Security Deposit will be issued by the FIRST PART and an interest of 6% per anum will be given to the Channel Partner

## **Responsibilities of the Solution Provider:**

- The First Part will provide all sort of assistance to the Channel Partner in form of imparting training about the products and offered scheme etc
- The FIRST PART will provide the link of Marg Software where the Channel Partner can generate Invoice to his/her Customer
- The FIRST PART will provide the software where the Channel Part can place the Order
- The FIRST PART will deliver the ordered items to the address of the Channel Partner through own courier against payment of actual amount charged by the Courier or the Channel Partner may collect ordered items on their own.

## **Responsibilities of the Channel Partner:**

- The Channel Partner shall pay the Billing amount so that the ordered items can be dispatched within 48 hrs.
- The Channel Partner shall act within the allotted area. Work in extended area subject to the approval of FIRST PART

Confidentiality: The Confidentiality clause can be found here Confidentiality Term and

**Termination:** The Agreement can be terminated mutually through serving of a Notice at least one moth in advance or if either party wishes to cancel the contract, that party shall notify the other party one month in advance and the FIRST Part will refund the Security Deposit with accrued interest as soon as the termination shall be in force.

**General Terms**: The Agreement will be automatically every year unless there is issue of termination.

Seal and sign by the FIRST PART	Seal and sign by Channel Partner
Witness:	Witness: