



**SERVEAMIGO**

TECHNOLOGIES PRIVATE LIMITED

## AGENT ENGAGEMENT LETTER

### PREAMBLE

This Distributor Onboarding Agreement (“Agreement”) is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”) at Noida, Uttar Pradesh, India, by and between:

### PARTY 1

ServeAmigo Technologies Private Limited, incorporated under the Companies Act, 2013, having its registered office at Noida Sector 63, Uttar Pradesh (“Party 1”).

### PARTY 2

[Distributor Name], an individual/firm/company, having its address at [Insert Address] (“Party 2”).

### 1. PURPOSE

Party 1 appoints Party 2 as a non-exclusive distributor to market, promote, and sell approved products and services of Party 1.

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403, B.K. TOWER, H-65 , SECTOR 63 RD H BLOCK, NOIDA - 201301, UTTAR PRADESH



[www.serveamigo.com](http://www.serveamigo.com)



[connect@serveamigo.com](mailto:connect@serveamigo.com)



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## **2. NATURE OF RELATIONSHIP**

Party 2 acts solely as an independent contractor and not as an employee, agent, or representative of Party 1.

## **3. SCOPE OF WORK**

Party 2 shall promote and sell approved products and onboard genuine customers following processes defined by Party 1.

## **4. COMPENSATION / COMMISSION**

Commission payable as per Annexure 1. Party 1 may revise or modify commission structures as per business requirements.

## **5. TAXES**

Party 2 shall bear applicable GST/TDS deductions as per law.

## **6. CONFIDENTIALITY**

Party 2 shall maintain strict confidentiality of all business, customer, pricing, and operational information provided by Party 1.





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## **7. INTELLECTUAL PROPERTY**

All trademarks, brand assets, digital assets, and materials remain exclusive property of Party 1.

## **8. CODE OF CONDUCT**

Party 2 shall follow ethical sales practices and avoid misrepresentation or unauthorized commitments.

## **9. LIMITATION OF LIABILITY**

Party 1 shall not be liable for losses arising from Party 2's actions, negligence, misrepresentation, or omissions.

## **10. TERMINATION**

Party 1 may terminate without cause (7 days' notice) or immediately in case of breach, fraud, misconduct, or misuse of data.

## **11. INDEMNITY**

Party 2 indemnifies Party 1 against claims, damages, penalties, or liabilities arising from breach, negligence, or violation of terms.





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## **12. GOVERNING LAW & JURISDICTION**

This Agreement shall be governed by Indian law. Courts of Noida, Uttar Pradesh, shall have exclusive jurisdiction.

## **13. ENTIRE AGREEMENT**

This document constitutes the entire understanding between the parties and supersedes all prior communications.

## **14. NO-POACH & CUSTOMER PROTECTION CLAUSE**

Party 1 acknowledges customers onboarded by Party 2. Party 1 shall not directly solicit these customers for cross-selling during the active policy tenure.

Party 1 may contact customers for service, support, claim assistance, and renewal reminders for all the policies.

## **15A. CUSTOMER ATTRIBUTION, DATA PROTECTION**

1. All customers onboarded by Party 2 shall be permanently tagged to Party 2 within Party 1's platform.
2. Party 1 shall not re-tag, transfer, or assign such customers to any other distributor or internal team without Party 2's written approval.





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3. Party 2 retains first right of renewal, upgrades, and additional services for all such customers.
4. Customer data uploaded by Party 2 shall not be used to undermine or bypass Party 2's business interest.

#### **15B. CUSTOMER CONFLICT RESOLUTION & PRIMARY DISTRIBUTOR DETERMINATION**

1. If a customer purchases multiple plans from different distributors, attribution shall be decided solely by system timestamp at the time of completed onboarding.
2. The distributor whose transaction is first recorded shall be the Primary Distributor.
3. Subsequent transactions are independent and assigned to the distributor recording them.
4. No distributor may claim ownership based on non-system evidence.
5. Party 1's attribution decision is final and binding.
6. This clause supersedes all verbal/implied claims and is enforceable in court.

#### **15C. POST-TERMINATION CUSTOMER DATA & COMMUNICATION RIGHTS**

1. Upon termination of this Agreement, Party 1 shall continue to maintain, manage, and service all customers onboarded during the tenure of Party 2, in order to ensure uninterrupted support and service continuity to the customers.





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2. Party 1 shall have the right to communicate with such customers for renewals, support, service reminders, product updates, and any other necessary customerfacing communication required for ongoing service delivery.
3. Party 2 acknowledges that customer servicing responsibilities naturally shift fully to Party 1 after termination, and therefore Party 1 may continue to manage and contact the customers without requiring any further consent from Party 2.
4. For clarity, customer attribution protections applicable during the active term of this Agreement shall no longer apply after termination; however, this transition shall not affect any commissions already earned by Party 2 prior to the termination date.
5. Party 1 reaffirms that all customer interactions after termination shall be handled professionally and in accordance with applicable laws and data-protection standards, ensuring that the customer experience remains uninterrupted.





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**ANNEXURE 1 – COMPENSATION TERMS**

Commission Structure: To be customized as per distributor tier.

Payment: Within 15 business days post-verification.

Deductions: As applicable under law.

Exclusions: Refunds, cancellations, or duplicate transactions.

**For ServeAmigo Technologies Private Limited (Party 1)**

**Authorized Signatory:**

**Name:** Priyanka Karande

**Designation:** Director

**Date:** \_\_\_\_\_

**For Distributor (Party 2)**

**Authorized Signatory:**

**Name:** \_\_\_\_\_

**Designation / Capacity:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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