

PARTNER AGREEMENT

THIS PARTNER AGREEMENT ("Agreement") is made as of this _____ day of _____, _____, by and between sadasd ("Company"), and asdasd ("Partner"), each of which may be referred to as a Party and together as the Parties.

SECTION 1: DEFINITIONS

1.1 "Product(s)" refers to the goods, software, services, or other materials of the Company: dasdasd _____, which the Partner is authorized to sell or service under this Agreement.

1.2 "Partner Type" refers to the classification of the Partner's relationship with the Company, which could include, but is not limited to, an affiliate, reseller, or a service provider.

1.3 "License Fees" means the fees to be paid by the Company to the Partner for the license to use any software or technology, where applicable, as per the pricing terms outlined in this Agreement.

SECTION 2: DUTIES AND OBLIGATIONS

2.1 Partner Duties:

The Partner agrees to perform the following duties:

- Partner will use their best efforts to promote the Company's products and services to potential customers in a professional and ethical manner;
- Partner will participate in any Product(s) training sessions as reasonably required by the Company, and will ensure that its sales staff is adequately trained and capable of advising end users about the Product(s);
- Partner will provide periodic sales forecasts and reports to the Company, as may be reasonably requested; and
- Partner will comply with all applicable laws and regulations and will not engage in any activity that could harm the reputation of the Company or the Product(s).

2.2 Company Duties:

The Company agrees to perform the following duties:

- The Company will provide the Partner with the necessary information about the Company's services to enable the Partner to effectively promote the Product(s);
- The Company will provide the Partner with payment and pricing terms in accordance with Exhibit A of this Agreement; and
- The Company will provide necessary training and support to the Partner to enable them to fulfill their obligations under this Agreement effectively.

SECTION 3: PAYMENT TERMS

3.1 Fees:

The pricing for the Product(s) or license fees purchased by the Partner from the Company shall be as follows: asdasd _____. All prices are exclusive of any taxes, fees, duties, or other amounts, however designated, and including, without limitation, value-added and withholding taxes that are levied or based upon such charges, or upon this Agreement. Any taxes related to the Product(s) purchased pursuant to this Agreement are the responsibility of the Partner. Unless otherwise specified in writing by the Company, all payments are due in full, without any deduction or withholding, within asdasd _____ days from the date of the Company's invoice. Payment schedule: asdasd _____. Currency: INR _____.

3.2 Commission:

If applicable, the Company will pay the Partner a commission fee for each Qualified Lead in accordance with the following terms: asdasd _____.

3.3 Product Delivery:

The terms of product delivery will be as follows: asdasd _____. The risk of loss or damage to the Products shall pass to the Partner upon the Company's delivery of the Products to the carrier for shipment. The Partner is responsible for all costs associated with delivery, including freight, insurance, and fees associated with import and export duties as applicable.

3.4 Payment Disputes:

If either Party disputes any invoice or other statement of monies due, they shall immediately notify the other Party in writing. The Parties shall negotiate in good faith to attempt to resolve the dispute promptly.

SECTION 4: CONFIDENTIALITY

4.1 Definition:

"Confidential Information" means any information that a Party ("Disclosing Party") discloses to the other Party ("Receiving Party") that is either designated as confidential at the time of disclosure or should be reasonably understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information may include, but is not limited to, business plans, customer lists, financial information, marketing strategies, non-public information relating to products or services, and other proprietary information.

4.2 Non-Disclosure:

The Receiving Party agrees to keep all Confidential Information strictly confidential. The Receiving Party will not disclose or make available any Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party will use the Confidential Information solely for the purpose of performing its obligations under this Agreement.

4.3 Exceptions:

The obligations under this section will not apply to any Confidential Information that: was already lawfully known to the Receiving Party at the time of disclosure; is disclosed to the Receiving Party by a third party who had the right to disclose it; is publicly available through no fault of the Receiving Party; or is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

4.4 Required Disclosure:

If the Receiving Party is required by law, court order, or any government or regulatory authority to disclose any of the Confidential Information, it will give the Disclosing Party prompt written notice of such requirement before the disclosure and, if possible, enough time to contest the disclosure.

4.5 Return of Confidential Information:

Upon termination of this Agreement, or upon the Disclosing Party's request, the Receiving Party will return all Confidential Information and all copies, notes, or extracts thereof to the Disclosing Party unless required by law to retain it.

4.6 Continuing Obligations:

The Receiving Party's obligation to protect the confidentiality of the Confidential Information will survive termination of this Agreement and continue until such time as the Confidential Information becomes public knowledge other than through the Receiving Party's breach of this Agreement.

SECTION 5: INTELLECTUAL PROPERTY

5.1 Ownership:

Partner acknowledges that the Company and its licensors own all rights, title, and interest in the service(s), product(s), and all intellectual property rights therein. Nothing in this Agreement gives Partner any right, title, or interest in the service(s), product(s) or any associated trademarks, except the right to sell or service the service(s) or product(s) in accordance with this Agreement.

SECTION 6: TERM AND TERMINATION

6.1 Term:

This Agreement shall commence on the date first set forth above and will continue indefinitely unless and until terminated by either Party.

6.2 Termination without Cause:

Either Party may terminate this Agreement without cause upon providing thirty (30) days' prior written notice to the other Party. Upon termination without cause, the terminating party is under no obligation to provide reasoning for the termination.

6.3 Termination for Cause:

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- Breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, unless such breach is such that it cannot be cured within thirty (30) days, in which case the breaching Party shall commence such cure promptly after receipt of such notice and continuously pursue such cure to completion;
- Becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, liquidation, dissolution, receivership, or similar proceeding, or otherwise ceases to do business; or
- Fails to comply with any applicable laws or regulations, which may harm the reputation or business of the other Party.

6.4 Effect of Termination:

Upon termination or expiration of this Agreement for any reason:

- The rights granted to the Partner under this Agreement will immediately cease;

- The Partner must promptly discontinue all promotion of the Company's products or services; and
- Any fees owed to either Party at the time of termination or expiration will be paid according to the terms of this Agreement.

6.5 Survival:

The rights and obligations of the Parties set forth in this Section 5 and any right, obligation, or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

SECTION 7: GENERAL PROVISIONS

7.1 Governing Law:

This Agreement shall be governed by and interpreted in accordance with the laws of asdasd , India.

7.2 Entire Agreement:

This Agreement, including any exhibits and appendices, contains the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties with respect to the subject matter hereof.

7.3 Amendments:

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

7.4 Waiver:

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver.

7.5 Indemnification:

Each Party agrees to indemnify and hold the other harmless from any claims, losses, damages, liabilities, or expenses incurred as a result of the negligent or intentional acts or omissions of the indemnifying Party.

7.6 Severability:

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7.7 Notices:

All notices or other communications required or permitted under this Agreement must be in writing. Such notices may be delivered personally, sent by a recognized overnight delivery service, telecopy, or electronic mail, provided that receipt of the communication is confirmed. Notices should be addressed to the relevant Party at the address outlined in this Agreement, or to any other address that the recipient Party has provided in writing to the sender. A notice will be considered effectively given at the time of personal delivery, or at the time of confirmed receipt in the case of delivery by overnight service, telecopy, or electronic mail.

Company Address:

asdasd

Email: hello121@gmail.com

Partner Address:

asdasd

Email: qqqq@gmail.com

7.8 Independent Contractor Relationship:

It is understood that the Partner is an independent contractor and not an agent, partner, or employee of the Company. The Partner shall not have any authority to enter into any agreements or obligations on behalf of the Company.

7.9 Non-Exclusivity:

The relationship between the Company and the Partner is exclusive . The Partner shall not engage with competitors or enter into similar agreements with other parties during the term of this Agreement.

7.10 No Assignment:

The Partner may not assign or transfer this Agreement, or delegate its obligations under this Agreement, without the Company's prior written consent.

7.11 Dispute Resolution:

In the event of any dispute arising out of or related to this Agreement, the Parties agree to negotiate in good faith to resolve the dispute. If the Parties are unable to resolve the dispute through negotiation, they agree to the following dispute resolution mechanism: asdasd

7.12 Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

sadasd

Company Name

asdasd - asdasd

Printed Name and Title

2025-07-15

Date

Signature

asdasd

Partner Name

asdasd - asdasd

Printed Name and Title

2025-07-16

Date

Signature