

CHANNEL PARTNER AGREEMENT

This Channel Partner Agreement ("Agreement") is made as of [Date] ("Effective Date") by and between:

Grabbo Enterprises Private Limited, a company incorporated in India, under the provisions of Companies Act, 2013 having its registered office situated at H. No. 30, Jain Nagar, Talab Tillo, Jammu, Jammu & Kashmir, 180002 (Herein referred to as "Company")

AND

Sole Proprietary/ Partnership Firm/ LLP/ Company having its registered office situated at _____ (Hereinafter referred to as "Channel Partner")

The Company and Channel Partner are hereinafter collectively referred to as "**parties**" and individually as "**party**"

WHEREAS

- A. The Company is engaged in the business of providing software as a service (SAAS) platform;
- B. The Channel Partner is engaged in the business of hospitality and restaurant industry;
- C. The Company desires to provide Channel Partner to utilise its SAAS platform services ("**Services**") which shall be used by the channel partner in order to accept orders for pickup, pre dine-in or delivery in vehicle services by the channel partner towards the consumers and the Channel Partner desires to accept the services being provided in terms of SAAS platform.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND OTHER CONSIDERATION, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Obligations of the Channel Partner

Channel Partner agrees to: -

- 1.1 Follow the FSSAI guidelines
- 1.2 Accept the Orders placed by the consumer on SAAS platform (Services) provided by the Company
- 1.3 Provide the consumers with pickup, pre dine-in or delivery in vehicle services on priority basis.
- 1.4 Deal with the negative feedback received by the Channel Partner.
- 1.5 Conduct enquiry on complaint received by the Consumers and In case the Channel Partner is found at fault after detailed enquiry of the complaint, The Channel Partner shall be liable to initiate a complete refund towards the customer within 7-8 business days.

2. Obligations of the Company

- 2.1. Provide Channel Partner with SAAS Platform (Services) and ensure proper functioning and smooth operations of the services being provided by the Company.
- 2.2. Provide customer care support with regards to orders received from the Services being provided to the Channel Partner.

3. Fees.

- 3.1 The Channel Partner has agreed to pay the onboarding fee of Rs. 199/- (Rupees One Hundred Ninety Nine Only) in favour of the Company as an Onboarding fee to avail the services.

- 3.2 The Services will be provided to the Channel Partner by the Company on basis of a subscription model and the charges for the subscription are _____ and the subscription for services shall be renewed after a period of _____.
- 3.3 The Parties have agreed that the charges of Subscription model to be increased after a period of 1 year if and when required by the Company and the increment shall not be more than 15% for the Channel Partner.
- 3.4 The Parties have agreed that the Company will be entitled to 3.5% as Commission charges on every order placed using the Services being provided to the Channel Partner.
- 3.5 The Parties have agreed that the payment received on the SAAS platform by the company shall be transferred to the Channel Partner within 7-8 working days from the receipt of the payment pursuant to the deduction of aforesaid Commission charges to which the Company is entitled.
- 3.6 The Parties have agreed that the Channel Partner shall initiate a complete refund in favour of the consumer if on receipt of a complaint it is found that Channel Partner is at fault for providing inadequate services and the refund process shall be completed within 7-8 business days.

4. Representation and Warranties

- 4.1 Each party represents and warrants to the other party that:
- It is duly organised, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation or organization;
 - It has full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;
 - The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party;
 - When executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
 - In case the Party is required to take specific approvals or licenses under this Agreement, it shall be their sole obligation to obtain the approvals/licenses required; and
 - It has requisite licenses, registrations, approvals and permits to conduct its business in full force and is in compliance with the applicable laws.

5. Term and Termination.

- 5.1. **Term.** The term of this Agreement shall commence from the Effective Date and shall continue in force for a period of 18 (Eighteen) months (“**Term**”), and shall automatically renew each year thereafter, unless terminated earlier in accordance with the terms of this Agreement. The Agreement may be renewed for such further terms as may be mutually agreed between the Parties, in writing.
- 5.2. **Termination for Cause.** The Parties shall be entitled to immediately terminate the Agreement and/or discontinue the Service at any time without notice if: (i) a party has materially breached the terms of this Agreement and such breaches are not remedied or cured within 30 (Thirty) days from the receipt of a written notice of such breach from the non-breaching party; and (ii) an application for bankruptcy or winding-up/liquidation or re-organization by way of a scheme of arrangement under applicable law, has been made in relation to a Party, or it is otherwise declared to be unable to meet its contractual obligations.

It is hereby clarified that the Company shall retain the right to terminate the Agreement in the event that the Channel Partner fails to undertake timely delivery of food at least 5 (five) times in a month, consecutively or otherwise.

- 5.3. **Termination for Convenience.** Either party may terminate this Agreement upon giving written notice of 45 (forty-five) Days to the other party without assigning any reason.

6. Confidentiality.

- 6.1. Each of the Parties to this Agreement including their agents, servants, employees, officers, personnel agree to hold as secret and confidential all the Confidential Information, received from the other Party. Confidential Information provided from one Party to the other shall remain the property of the providing Party. This Agreement shall in no way be construed to grant any right, license, or authorization to either Party to use Confidential Information except as permitted in this Agreement. Each Party shall restrict access to Confidential Information received from the other Party to those employees and persons in the receiving Party's organization who have a need to know such Confidential Information in order to perform its obligations hereto and are made aware of its obligations to hold such Confidential Information secret and confidential.
- 6.2. Notwithstanding the foregoing, this section will not apply to any particular information of a Party that the other Party can demonstrate (a) was, at the time of disclosure to it, in the public domain; (b) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (c) was in the possession of the receiving Party at the time of disclosure to it without being subject to another confidentiality agreement; (d) was received after disclosure to it from a third party who had a lawful right to disclose such information to it; or (e) was independently developed by the receiving Party without reference to Confidential Information of the furnishing Party.
- 6.3. Upon the Termination or expiration of this Agreement or at any time upon the request of either Party, the other Party shall return/destroy all Confidential Information in its possession that exists in tangible or intangible form to the requesting Party or its representatives. Notwithstanding anything to the contrary, receiving Party shall retain the Confidential Information for regulatory purposes or as required under applicable laws, provided that Party continues to adhere to the obligations under this Agreement.

7. **Non-Compete, Non-Disclosure and Non-Solicitation.** During the term of this agreement and 12 months after the termination: -

- 7.1 The Channel Partner agrees to not to disclose any other party nature of association, work or services provided by the Company.
- 7.2 The Channel Partner agrees not to be involved in any business or avail services which relates or competes with the services provided by the Company.
- 7.3 The Channel Partner agrees not to Establish, develop, carry on or assist in carrying on or be engaged, concerned, interested or employed in any business enterprise or venture competing with the Company's Business.

8. **Intellectual Property Rights.** For the purposes of this clause, Intellectual Property Right shall mean and include any and all rights associated with intangible assets owned by a person or company and protected against use without consent.

The Parties agree that all the Intellectual Property Rights contained in the intellectual property owned by each Party are the sole property of the concerned Party. The Parties agree that they shall not infringe upon the Intellectual Property Rights of the other Party. The Parties agree that they shall not use the intellectual property of the other Party without the prior written consent of the other Party.

9. Warranty Disclaimer; No Guarantee.

- 9.1. **Warranty.** Company disclaims all warranties regarding Services and its software expressly agreed in writing hereunder. Company shall endeavour to maintain its Services on a best-effort basis; however,

Company does not warrant that the Services will be free from error, malicious code or any virus or provided in an uninterrupted manner.

- 9.2. **Disclaimer.** While the Company strives for accuracy and completeness, it does not provide any guarantee or warranty with respect to the Services that are provided by the Company. The content of the Services may include technical inaccuracies or typographical errors. COMPANY DOES NOT REPRESENT OR WARRANT THAT (I) THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (II) THAT THE SERVICES WILL BE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT DATA PROCESSED WILL REMAIN SECURE. COMPANY ASSUMES NO RESPONSIBILITY TO FOR ANY ERRORS OR OMISSIONS OF ANY KIND IN THE CONTENT OF THE SERVICES AND DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, IN RELATION THERETO OR IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. AS SUCH, EXCEPT WITH RESPECT TO ANY EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, COMPANY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF COMPATIBILITY, SATISFACTORY QUALITY, COMPATIBLE QUALITY, NON-INFRINGEMENT, FITNESS FOR ANY SPECIAL OR GENERAL PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW. EXCEPT AS OUTLINED IN THIS AGREEMENT, COMPANY MAKES NO REPRESENTATION, WARRANTY OR CONDITION REGARDING THE ACCURACY, TIMELINESS, AVAILABILITY, RELIABILITY OR OPERATION OF THE SERVICES WILL BE ERROR-FREE, OPERATE WITHOUT INTERRUPTIONS, BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR BE COMPATIBLE WITH OR FUNCTION IN THE MERCHANT'S COMPUTER ENVIRONMENT.

10. **Indemnification.** The Channel Partner will indemnify, defend, and hold harmless the Company, its affiliates, officers, employees, customers and vendors against any liabilities, damages, costs, losses, and fines that result from or arise out of any third-party claim, action, proceeding, or judgement that are caused by Channel Partner's breach of this Agreement or violation of applicable laws.
11. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Governing Law and Dispute Resolution**

- 12.1. In the event of any dispute or difference of opinion between the Parties arising out of or in connection with this Agreement or with regard to the performance of any obligations by either Party, the Parties hereto shall use their best efforts to settle such disputes or differences of opinion amicably by mutual negotiation.
- 12.2. In case the dispute or differences are not settled amicably as within 30 (Thirty) days from the date of the dispute, the dispute / differences shall be referred to a sole arbitrator, mutually appointed by the Parties.

- 12.3. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in English language and the venue of such arbitration shall be [•]. The arbitrator's award shall be substantiated in writing. The award shall be binding on the Parties, subject to applicable laws in force, and the award shall be enforceable in any competent court of law.
- 12.4. Each party shall bear its own costs and expenses, and the parties shall bare the fee of arbitrator and expenses arising out of the arbitration proceedings equally.
- 12.5. This Agreement shall be governed by the laws of the Republic of India. Each Party irrevocably consents to the jurisdiction of courts in [•], India in connection with any action violating this Agreement.
13. **Force Majeure.** In the event, either Party's performance under this Agreement is prevented or delayed in whole or any part due to, circumstances or events beyond their control including but not limited to delays due to floods, fires, cyclones, storms, adverse weather conditions, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, customs barriers, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis (including quarantines), or other causes of like character ("**Force Majeure Event**"); provided, however, that in the event a Force Majeure Event persists for 60 (Sixty) days or more, either Party shall have the right, but not the obligation, to terminate this Agreement.
14. **Independent Contractors.** Nothing in this Agreement shall cause or be deemed to cause the parties to be partners or joint venturers with, or agent or employees of, each other. Channel Partner, in its performance of this Agreement, is acting as an independent contractor. Neither party shall have any right or power to create any obligation or responsibility on behalf of the other party.
15. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements and understandings between the parties, whether expressed or implied.
16. **Severability.** If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement but in a manner so as to carry out as nearly as possible the parties' original intent.
17. **Counterparts.** This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.
18. **Waiver.** No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the Party who is asserted to have made the waiver; any waiver of a breach or observance of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
19. **Assignment.** Neither party may assign, transfer, or delegate its rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed. Any attempted assignment, transfer, or delegation in violation of the foregoing will be null and void.
20. **Amendment.** No amendment or modification of this Agreement shall be valid unless it is in writing and signed by both Parties.
21. **Notices.** All notices, demands and other communications required or desired to be given hereunder shall be in writing and shall be deemed to be given: (i) if personally delivered, upon such delivery; (ii) if

mailed by certified mail, return receipt requested, postage prepaid, to such address listed in this Agreement, 03 (Three) days after such mailing; or (iii) if delivered by electronic mail, as soon as it has been sent by the sender (provided that the sender does not receive a notification that the e-mail was not sent). Addresses may be changed by written notice given as provided herein and signed by the Party giving the notice. Both Parties are obliged to inform the other Party of any changes to either Party's e-mail address.

23. This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns, and nothing in the Agreement, express or implied, will confer any legal or equitable right, benefit, or remedy upon any other person.
24. Both parties acknowledge that they do not have any ownership rights or interests in the trademarks, trade names, service marks, or logos of the other party. Any use of these trademarks, trade names, service marks, or logos must receive prior written approval from the respective party.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

For and on behalf of GRABBZO ENTERPRISES PRIVATE LIMITED	For and on behalf of [<i>insert Channel Partner name</i>]
Name: Title:	Name: Title: