

CHANNEL PARTNER AGREEMENT

1. Definitions

In this agreement the following definitions shall apply.

1.1 **Agreement:** means this Channel Partner agreement.

1.2 **Channel Partner:** means the right granted by this agreement.

1.3 **Company:** means the party described at the beginning of this agreement and here in referred to as be company.

1.4 **Channel Partner:** means the party named in Channel Partner Form of the first schedule and its legal representatives, successor and permitted assign.

1.5 **Business day:** means a day on which company is working.

1.6 **Business Name:** means the name set out in item 2 of the first schedule which is the only name under which the Channel Partner shall conduct the business.

1.7 **Channel Partner fee:** means the initial fee payable by a Channel Partner for the grant and other matters as specified

1.8 **Intellectual property:** includes all licensed copyright design, trademarks, patent, process & corporate name, computer software licensed by BRIKitt PropTech Private Limited and the goodwill of any licensed business name, secret process or confidential information licensed by the BRIKitt PropTech Private Limited including the marks of the system.

1.9 **Month:** means a calendar month

1.10 **Services:** means these services forming part of the system from time to time

1.11 **Response time:** to respond to all enquires by customers or potential customers on the same day as they are made.

1.12 **Communication:** the Channel Partner agrees to use such communication technology as the BRIKitt PropTech Private Limited May from time to time require.

1.13 **Channel Partner meeting:** To convene meeting of Channel Partners as the BRIKitt PropTech Private Limited considers necessary.

1.14 **Advertising:** to refer the BRIKitt PropTech Private Limited for its prior approval of the

contents, style and media proposed to be used by the Channel Partner (including signage) for any advertising what so ever including the system and the business in the customer contracts premises or a proposed sale of a Channel Partner business advertising approved by the company will be the cost of the Channel Partner.

1.15 **Inspection by Company:** to permit the company and its servant and agents (including the field consultant) at all reasonable times upon the provision of reasonable notice by the company to inspect and copy all books, financial other records relating to the business.

1.16 **Confidential information :** from the operation manual, trade secrets, information, methods, ideas, concepts, price, forms, techniques, data base, copy right materials and all records relating to the system including client details, project and product details.

1.17 **Customer:** means a person or entity with which the Channel Partner provides services.

1.18 **Discontinue:** means to terminate case the operating the business.

1.19 **Relationship Manager:** means any person nominated by the company from time to Time, visit the Channel Partner and facilitates the commercialization.

2. Appointment

2.1 BRIKitt PropTech Private Limited appoints the Channel Partner on an exclusive basis in the Territory of.....and to term and conditions of this agreement; Channel Partner can do Online/offline selling of bricks, provide assistance services, organize community events and all BRIKitt PropTech Private Limited services in the exclusive territory.

2.2 The Company hereby grants to the Channel Partner all the relevant rights to carry on business as a Channel Partner.

2.3 Channel Partner can use the trade names, trademarks, of the BRIKitt PropTech Pvt. Ltd for the business purpose.

2.4 Channel Partner can use the Company's copyright, website, data, brand name, knowledge etc.

2.6 The Channel Partner shall enter into a Registered License Agreement when required by the BRIKitt PropTech Private Limited.

3. Location

The Channel Partner will operate the Channel Partnered business from the mentioned business address Office in the Channel Partner Form

Maintaining a uniform standard facilities and services including transparency in the charges and procedure.

4. Term

4.1 This Agreement shall remain in force for the period of 5 years from the date of signature by the parties.

4.2 The Company agrees to allow the Channel Partner to renew the Channel Partner subject to renewal terms being agreed and where the Channel Partner has operated the Channel Partner successfully and in accordance with the terms of this Agreement and the Channel Partner Manual.

5. Company's Responsibilities

The Company will carry out the following during the term of this Agreement:

5.1 Provide a copy of the Operations Manual and a replacement copy of the Operations Manual if and when it is updated during the course of this Agreement

5.2 Provide initial training to the Channel Partner, so that the Channel Partner can successfully operate the Channel Partner.

5.3 Regularly monitor and audit the Channel Partner to ensure that quality standards are met and that sale targets are achieved by the Channel Partner.

5.4 Provide ad hoc advice where the Channel Partner encounters operational problems that they are unable to overcome.

5.5 Company Advice to Channel Partner on alterations to and fixtures and fittings in the Premises.

5.6 General advice to Channel Partner on how to set up the Channel Partner.

5.7 Provide initial training programmers for the Channel Partner.

6. Provide the Channel Partner with knowhow, advice and guidance relating to the Business.

Channel Partner's Obligations

The Channel Partner shall:-

6.1 Only uses Printed material, invoices, products, projects and Services which are promoted by the Company

6.2 Operate the Business in accordance with the Operations Manual.

6.3 Maintain the Premises to the highest standards and not carry out any alterations without the Company's consent.

6.4 Use best endeavors to promote and extend the Business.

6.5 Channel Partner should not appoint any person as employ and manager who has not completed the Company's training course and been approved by the Company.

6.6 At the request of the Company provide potential information as reasonably requested.

6.7 Channel Partner shall use the name Channel Partner and the trademarks and symbols

associated with the name of Channel Partner BRIKitt PropTech Private Limited at Channel Partner place and during other activities.

6.8 Channel Partner requires Company's approval whenever they want to do campaign, Newspaper advertisements, and digital promotions with respect to advertising.

6.9 Use the trademarks, logos and name on the entire document in the same format given by BRIKitt PropTech Private Limited, head office.

6.10 Channel Partner can't collect any amount in cash, Brik charges have to be collected by draft, Online transfer, or Cheque in favor of "BRIKitt PropTech Private Limited" A/c

6.11 Online registration of every client is compulsory.

6.12 Records of clients will be maintained by both of us Channel Partner and Company.

6.13 Provide every information obtained in the course of business.

6.14 When dealing with client Channel Partner has no right to suggest anything to client as a layman thought.

6.15 The Channel Partner should also advertise and promote the Channel Partner in accordance with the directions, requirements and specifications of the Company from time to time. Should enhance and promote the intellectual property, goodwill and reputation of the Channel Partner at all times.

6.16 The Channel Partner will maximize efforts to develop the Channel Partner and maintain the image, identity and reputation of the entire franchising system.

6.17 The Channel Partner hereby undertakes to supply the Channel Partner with all information concerning office operation, enabling evaluation of the quality of business management, as well as the financial reports required for effective management of the Chain. The Channel Partner will allow the Channel Partner and/or its Representatives or Relationship Manager to freely access to the Channel Partnered business premises and permit examination of the relevant documents at any official timing.

6.18 The obligation to properly maintain and keep all records and account books

6.19 The obligation to provide excellent customer service.

6.20 Channel Partner has to arrange basic requirement for office setup.

6.21 All advertising is to be approved by the Company.

6.22 The Channel Partner shall have no right to transfer the Channel Partner

7. Confidentiality

7.1 "Channel Partner" shall keep all information of confidential nature as strictly confidential

and shall not disclose it to third Parties without the prior written consent of BRIKitt PropTech Private Limited during the term of this Agreement. "Channel Partner" agrees not to disclose revenue Information without prior written consent of BRIKitt PropTech Private Limited. Use or disclose confidential information for any purpose other than a purpose set out in the Agreement.

8. Termination

The Company may terminate this Agreement if the Channel Partner:-

8.1 Fails to commence business within three months of execution of the Agreement

8.2 Is in breach of [any of] the terms of the Agreement

8.3 Is found to have supplied materially and services false or misleading information in or supporting the Channel Partner application

8.4 Goes into liquidation/bankruptcy or is insolvent

9. Consequences of Termination

The Channel Partner:

9.1 Must cease use of the Company's trade name and trademarks and must not thereafter hold itself out as being a Channel Partner of the Company.

9.2 Must pay to the Company all sums payable to the Company whether or not then due

9.3 Shall return to the Company all manuals literature promotional material letter heads Invoices or anything else which bears the trade name of or indicates any association with the Company

9.4 Shall provide the Company with a list of all customers and potential customers of which it is aware.

9.5 shall not make use of or disclose any confidential information relating to the system or the business

10. Dispute Resolution and Jurisdiction

10.1 Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996.

10.2 The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by. BRIKitt PropTech Pvt. Ltd., a second arbitrator appointed is one of the Director of BRIKitt PropTech Private Limited, third arbitrator to be appointed by such arbitrators.

10.3 The place of arbitration shall be at Head office of BRIKitt PropTech Private Limited and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties

10.4 The arbitral procedure shall be conducted in the English language and any award or

awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.

10.5 The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties, and the provisions of the [Indian] Arbitration and Conciliation Act, 1996 shall apply.

10.6 The rights and obligations of the Parties under, or pursuant to, this Clause, including the arbitration agreement in this Clause, shall be governed by and be subject to Indian law, and the agreement shall be subject to the exclusive jurisdiction of the courts at Lucknow