

CHANNEL PARTNER AGREEMENT

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

Teamnest Employee Services Pvt. Ltd., a Company registered under the Companies Act 1956 and having its registered office at 410 Tulsiani Chambers, Free Press Journal Marg, Nariman Point, Mumbai - 400021, hereinafter referred to as "**Solution Provider**" OF THE FIRST PART

AND

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

(The Solution Provider and Channel Partner are hereinafter collectively referred to as "Parties" and individually as "Party").

WHEREAS the Solution Provider and the Channel Partner wish to enter into a mutually beneficial relationship wherein both the parties may collectively facilitate the sale, resale, implementation, integration and distribution of the Solution Provider's products. The Solution Provider is in the business of developing and marketing Software and Solutions for Human Resource Management collectively referred to as the "TeamNest SAAS Platform".

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 Solution Provider and the Channel Partner for sale, marketing, promotion and customer relationship management

Products: The TeamNest SAAS Platform as per Schedule 1. The Channel Partner shall render his services as mediator for sale of the mutually decided Products being developed by the Solution Provider, which are offered under this Agreement.

Sales: The Channel Partner shall offer to sell to its clients, the TeamNest SAAS Platform solution at the Sale Price as recommended by the Solution Provider.

Marketing Collateral: The Solution Provider will provide necessary marketing support including marketing collaterals developed by the Solution Provider like brochures, guides, FAQs, etc.

Commission/Service Fees: The Channel Partner shall be paid Commission/Service Fees on the basis of the value of the sales by or through them. The Solution Provider shall pay the Channel Partner Commission/ Service Fees as per the table below :

1st Year	2nd Year	3rd Year
40%	20%	10%

The Commission/Service Fees is calculated as a percentage of the Sales Value and shall be payable 30 days after receipt of the monthly fees from the client.

Responsibilities of the Solution Provider:

- The Solution Provider will be responsible for implementation of the TeamNest SAAS Platform for the client and ensuring a smooth transition to the platform.
- The Solution Provider shall provide support and training on any implementation and technical queries to the client.
- The Solution Provider shall provide marketing material and information about the features of the TeamNest SAAS platform to the Channel Partner

Responsibilities of the Channel Partner:

- The Channel Partner shall not make any other representations or assurances to the client save and except what is communicated to them in writing by the Solution Provider.
- The Channel Partner shall not be entitled to charge any commission or service fees from the customer.
- The Channel Partner shall not use the marketing collaterals provided by the Solution Provider for any purpose save and except as per the terms and conditions of this Agreement.

Confidentiality: The Confidentiality clause can be found here [Confidentiality](#)

Term and Termination: The clauses related to the Term of the Contract and Mutual Termination can be found here [Term and Termination](#)

General Terms: All clauses relating to the general terms and conditions of this agreement like Amendment, Indemnity, Communication etc. are covered in this section and can be found here [General Terms](#)