

## CHANNEL PARTNER AGREEMENT

Concluded on ....., between:

**M/s BEST AMGSS HOSPITALITY AND SERVICES PRIVATE LIMITED** having brand “**FUDX**” (Hereinafter referred to as “**FUDX**”) , legal entity registered under no. CIN Number U55209MH2020PTC343941 having headquarter in Unit No: 1, Bldg. number 2, 505, B – Wing, Naman Midtown, Senapati Bapat Marg, Elphinstone, Mumbai - 400013, e-mail: info@thefudx.com, website: [www.thefudx.com](http://www.thefudx.com), represented by Mrs. Ruchi Dhawan as **General Manager**,

AND

\_\_\_\_\_, (Hereinafter referred to as “*Affiliate Channel Partner*” ) legal entity registered under no.(Applied for) having Headquarter in \_\_\_\_\_ Under GST no. (Applied For) legally represented by \_\_\_\_\_, Email id – \_\_\_\_\_

Both named in this Contract individually the Party and collectively the Parties.

### **I. PREAMBLE**

This Contract is concluded in consideration of the exclusive legal rights that the **M/s BEST AMGSS HOSPITALITY AND SERVICES PRIVATE LIMITED** has over the **FUDX** brand and of the exclusive property rights, administration, operation and development on the website **www.thefudx.com** (and affiliated sites or subdomains) and of the **FUDX** mobile application, available *on* the versions of operating Android and iOS (“**FUDX** Platform”).

The *Channel Partner* declares that all the functionalities of the Platform and all the relevant technical, economic, commercial, financial and relevant information regarding the **FUDX** business structure have been presented prior to the signing of the Contract, in the scope of an optimal exploitation of these functionalities in order to obtain benefits and business development.

The selection of the *Channel Partner* was made by the **FUDX** taking into account the reputation, managerial qualities and financial capacity required for the operation of the business. The *Channel Partner* guaranteeing the legality, authenticity, timeliness and correctness of the information and documents presented to the **FUDX**, prior to the signing of this Contract.

### **II. SUBJECT OF THE CONTRACT**

2.1. By this Contract, the **FUDX** undertakes to transmit to the *Channel Partner* a non-exclusive right of representation and exploitation in the territory, under the **FUDX** brand, of the commercial and technical facilities of the **FUDX** Platform, in accordance with the **FUDX**'s business practice. In this Agreement, the territory of the Mumbai is understood as the law of domicile of the Commercial Partners enrolled in the **FUDX** Platform.

2.2 The *Channel Partner* undertakes, under the **FUDX** brand, to the following:

- To promote the functionalities of the **FUDX** Platform.
- To conclude contracts with hospitality companies for the scope of registering and operating within the platform.

(by operations meaning to be able to accept reservations, orders and payments through the **FUDX** platform).

- To manage key accounts and mediate operations between **FUDX** and its contracted hospitality companies.

2.3. The activity of the **Channel Partner** in the territory will be carried out exclusively under the **FUDX** brand, in accordance with the technical specifications and the express requirements of the **FUDX**.

2.4. By this Contract, the **Channel Partner** undertakes to reach a target of as many outlets (meaning restaurants, clubs, pubs, joints, hotels or other types of retail hospitality providers approved by the **FUDX**) possible to get fully enrolled & functional on the **FUDX** platform at earliest. The **Channel Partner** will try to get the ratio of hotels 35% including 5 star, 4 star and 3 stars / 50% standalone restaurants, Bars, Clubs and coffee shops / 15% other party.

A fully functional outlet is an outlet which:

- has signed the “**FUDX**” **PLATFORM AGREEMENT** for Medical Store tie-ups.
- has been registered with all required on boarding information completely and correctly in **FUDX**,
- has received validation and is accessible for the users (users can perform any available actions: reservation/order/delivery/pick-up/etc).

The advance received as on \_\_\_\_\_ is INR \_\_\_\_\_/-balance INR \_\_\_\_\_/-  
transaction number \_\_\_\_\_ for the amount received is Rs. \_\_\_\_\_/- from  
\_\_\_\_\_.

The pin code assigned to the Channel Partner is \_\_\_\_\_ of \_\_\_\_\_.

### **III. DURATION OF THE CONTRACT**

The contract is concluded for a period of 10 years, starting with the date as per clause 2.4. which is renewable.

### **IV. THE PRICE OF THE CONTRACT OR PAYMENT METHODS**

4.1. The price of this Contract represents the amount owed by the **FUDX** to the **Channel Partner** for the outlets enrolled & functional on the **FUDX** platform.

4.2. The **contract price** is established at a value mentioned in **ANNEX 1** of the assumed ratio of revenue earned by the **FUDX** of each fully registered outlet on the **FUDX** platform.

4.3. The payment of the price will be made weekly in case of cash collection, based on the volume of valid outlets registered on the platform. However the payment gateway will have an option, where once the customer makes the payment online, all 3 parties would have their share credited in their respective account.

4.4. The value of the commission will be calculated just for the outlets brought by the **Channel Partner**, according to the values stipulated in point 4.2.. Based on these, the **Channel Partner** will generate an invoice with a maturity of 30 days, however the payment cycles would be monthly based on the restaurants completed and approved.

4.5. A sum of refundable security deposit of INR 5,00,000/- to be paid by the **Channel Partner** to the Company whilst signing the agreement.

4.6. Initially **Channel Partner** will receive only 1% of the revenue till the **FUDX** not earning profit.

4.7. Once **FUDX** starts earning profits than **Channel Partner** will receive 50% of the revenue earned by the affiliations made by the Channel partner of maximum 500 Hospitality Partners till the time **Channel Partner** recovers INR 6,00,000/-.

4.8. Every Thursday **Channel Partner** will receive the ledger for the week and can verify. In case of any discrepancy, **Channel Partner** can raise the ticket, every ticket will have a timeline of 48 hours for resolution.

4.9. The amount received from **channel partner** is refundable.

4.10. In a scenario, the business starts and in 180 days the **channel partner** is unable to recover the deposited amount with the company, then company will pay the balance within 30 days to the **channel partner**.

For example :

Tie-ups 1<sup>st</sup> Nov to 31<sup>st</sup> Dec.

business initiation 1<sup>st</sup> Jan. income till 30<sup>th</sup> June – 2 lakhs

refund from company to channel partner on or before 31<sup>st</sup> July - 3 lakhs)

4.11. In case at any stage before any earning done through the business and the **channel partner** wants to exit, then the company will refund the deposited amount. Under such circumstances there will be no further business association and also all tie-ups done by the partner will exclusively remain with the company.

4.12. In case the **channel partner** can transfer his partnership, however there will be a nominal transfer fee be charged by the company.

## V. THE OBLIGATIONS OF THE PARTIES

### **FUDX's rights and obligations:**

- a) To make available to the **Channel Partner** the know-how and all the information, documents, procedures, workflows necessary to achieve in the best conditions the object of this Contract;
- b) To provide technical, commercial and professional training to the **Channel Partner's** representatives throughout the Contract;
- c) To ensure at optimal parameters the functionalities of the Platform and to permanently improve its performance, so that the implementation of the contracts of use of the Platform concluded by the **Channel Partner** with the hospitality companies in the territory will be carried out in the best conditions;
- d) To grant the **Channel Partner** the right to use the **FUDX** trademark strictly for the purpose of achieving the object of this Contract, in accordance with the limits provided by it;
- e) To access and integrate at a centralised level the data and information introduced in the Platform by its **Channel Partner** (local partners, users, etc.) with strict compliance, with the obligations of confidentiality and protection and security of the processing of personal data;
- f) To carry out control actions having as object the verification of the conformity of the **Channel Partner** to the requirements assumed by the present Contract, including regarding the respect of the know-how transmitted and the constituent elements of the mark;

### **The Channel Partner undertakes:**

- a) To carry out the activities regulated by this Contract exclusively under the **FUDX's** trademark, in accordance with the provisions of this Agreement and any express stipulations of the **FUDX**, with the protection of the intellectual rights on the **FUDX** trademark;
- b) To represent the **FUDX** brand and to promote, within the **FUDX** brand, the functionalities of the Platform, developing the network of its **Channel Partner**;

- c) Based on and within the limits of the know-how transmitted by the *Channel Partner*, to manage the operationalisation and profitability process in the territory of the **FUDX** Platform, a process that includes: managing the enrolment process for potential local partners (hospitality companies), the contracting process and the subsequent administration of the contractual relationship with these, ensuring the local settlement of the payments processed through the **FUDX** platform (if necessary), the granting of technical and commercial assistance to the local partners;
- d) To properly fulfil the obligations assumed by this Contract both in relation to the **FUDX** and in relation with the *Channel Partner* of the Platform (local partners, users, etc.), so that its behaviour does not affect the reputation of the **FUDX** brand and the commercial and financial interests of the **FUDX** and members of the **FUDX** network;
- e) To accept the right of control of the **FUDX**;
- f) To permanently inform the **FUDX** about changes of legislative, administrative and business nature, with an impact on the activity in the territory, including if they require reconfigurations and / or optimisations of the Platform, as well as on the relevant information regarding the local competing businesses;
- g) Not to disclose to third parties the know-how provided by the **FUDX**, both during the duration of the Contract, and subsequently, for 3 years after its expiry, as well as any information or document of a confidential nature;
- h) To allow the **FUDX**, without prior information, to consult the *Channel Partner* of the Platform (local partners, users, etc.) in order to evaluate the quality of the services offered by the *Channel Partner* and their degree of satisfaction;
- i) Any challenge from third parties, within the limits of the territory, to the trademark whose use has been allowed by the **FUDX**, will be immediately notified by *Channel Partner* specifying all relevant aspects;
- j) To inform urgently the **FUDX** about the potential changes and / or the intervention of modifications of the data and information of economic, legal, financial, commercial, technical nature, which were considered at the date of signing the Contract, as well as of the situations mentioned in chap. VIII of this Agreement.
- k) To make due diligence for contracting quality outlets (by quality outlets meaning outlets that use the platform for the purpose for which it was meant and that perform regular control and management of their account, according to the reality).
- l) To periodically perform controls over the enrolled outlets in order to ensure their conformity.
- m) All Employees hired by *Channel Partner*, it is clearly understood that *Channel Partner* shall be solely responsible for any remuneration, compensation, employees provident fund of any such allied and related payment and/or claims, arising out of or related to, any contractual or legal obligation as raised by their employees.

## **VI. DECLARATIONS AND WARRANTIES**

6.1. The parties declare and guarantee that the following declarations and guarantees are and will continue to be valid, accurate and producing legal effects throughout the term of this Contract:

- a) Each Party is a trading company validly organised, registered and operating legally, in accordance with the laws of the home state;
- b) Neither Party has terminated or suspended the payment of its debts or has not become unable to pay the debts or is not subject to a bankruptcy, liquidation or insolvency procedure;
- c) This Contract establishes legal and valid rights and obligations for each Party, the Parties expressing their free and serious agreement to conclude this Agreement, with the intention of assuming the rights and obligations provided in it and executing all the contractual provisions;
- d) The signing and execution of this Contract is the capacity and competence of each Party, which has been legally authorised in this respect and do not contravene any legal provisions or any constituent document of the Parties;

- e) The parties have all the information and data that they have considered necessary and sufficient regarding the obligations assumed by this Contract and know the legal provisions regarding the benefits arising from it;
- f) By signing this Agreement, the parties confirms that they have understood and accepts each and every contractual provision, which considers to be clear, intelligible and equitable;
- g) The Parties assume the risk of error regarding the additional information and data which they have not investigated or requested from the other Party and which were not required to be provided to the other Party;
- h) The information and documents made available to the other Party in order to conclude and execute this Contract are correct, complete and valid and correspond to the reality of law and fact.

## **VII. PRIVACY, PROTECTION AND SECURITY OF THE PROCESSING OF PERSONAL DATA**

The parties undertake to keep for the duration of this Agreement as well as for 3 years after the termination of the confidentiality of data, information and documents (referred to as "Confidential Information") to which they will have access as a result of its execution.

Through Confidential Information within the meaning of this Agreement, the Parties understand those information, data, documents belonging to the business, which have not been made public, which directly or indirectly refers to the business carried on under the **FUDX** brand through the **FUDX** Platform and which, according to his assessment, if publicly available, would have a significant impact on his activity and financial situation. Without being limited to the enumeration, by means of Confidential Information within the meaning of this Agreement, the information and data are understood in tangible or intangible form which refers to: ideas, concepts, inventions, processes, specifications, sketches, prototypes, samples, developments, applications, bases data of any kind (including customer bases), technology and production, technical, commercial, financial and strategic information, product specifications, registered or pending trademarks, know-how, business and development projects, products delivered to the market or being delivered, product projects, licenses and patents, market, market segments, business registers, employee lists, business manuals, policies and procedures, as well as any other information that may be disclosed by the **FUDX** to the **Channel Partner** or to whom the latter could have access during the course of this Contract.

The **Channel Partner** undertakes:

- a) Not to use the Confidential Information for the purpose of carrying out or supporting commercial activities similar to those carried out by the **FUDX** within or outside the Contract and / or activities of unfair competition, regardless of whether or not there are any advantages;
- b) Not to disclose Confidential Information to third parties, without the prior written consent of the **FUDX**, with the exception of its auditors, lawyers, legal advisers and consultants involved in Contact, held in turn by the obligation to maintain confidentiality or by their own employees, except for those who must know this information in order to perform the service tasks. The employees and third parties mentioned above must be informed about the obligation to maintain the confidentiality of the information to which they will have access during the execution of the Contract;
- c) Not to use the Confidential Information for any purpose other than that mentioned in this Agreement;

## **VIII. THE PREMIUM RIGHT**

8.1 The parties will not be able to assign the rights and obligations provided by this Contract to a third person without the express consent, given in writing by the other contracting party.

8.2. The agreement provided for in the preceding paragraph must be communicated to the transferor within 30 days from the date the transferor requested this agreement; if the agreement is not transmitted under the aforementioned conditions, it is assumed that the agreement for the assignment has not been granted.

## **IX. TERMINATION OF THE CONTRACT**

The present Contract shall cease: a) by reaching the deadline in case the extension of its duration has not taken place; b) by unilateral denunciation by one of the Parties with a minimum notice of 30 days, and in the event of the failure of one of the parties to fulfil the contractual obligations, according to the rules mentioned in the following articles.

Except for payment obligations, in respect of which the Parties are entitled to be delayed at the due date, in the event of non-fulfilment of other obligations, the Party that is not guilty will send a notification to the other Party late with the indication of the breached obligation and the deadline for its remediation, which may not be less than 5 (five) days from sending the notification.

The present Contract shall cease in full, without delay and without the need for the intervention of an arbitral tribunal / court, in the case and on the date when one of the parties:

- a) Violates the obligations assumed regarding confidentiality and protection of the processing of personal data;
- b) Is declared in a state of incapacity for payments or the liquidation procedure (bankruptcy) before or during the execution of this Contract has been initiated;
- c) Assigns its rights and obligations provided by this Contract without the agreement of the other party;
- d) Breaches any of its obligations, after it has been notified, by written notification, by the other party, that a new non-observance of them will lead to the termination / termination of this Contract;
- e) Within 3 (three) days from the expiration of the compliance period according to the notification provided in clause 11.1, if the obligation has not been fulfilled or has been improperly fulfilled;
- f) Violates the provisions of Chapter VIII of this Agreement;
- g) Indulging in spreading content through digital media, social networking sites, or any other form, which could be detrimental to **FUDX's** brand and its image.

The termination of the Contract does not affect the validity of the obligations already born between the Parties.

For the failure to execute, in whole or in part, the contractual obligations, in the absence of express provisions, the Parties shall respond accordingly to the damage caused.

## **X. PENALTY CLAUSE**

The *Channel Partner* understands and acknowledges that any disclosure and / or appropriation of any Confidential Information, including by its managers, employees, consultants and / or collaborators, as well as the violation of the legal requirements regarding the protection of the processing of personal data, are of a nature to the cause of serious and irreparable damage to the **FUDX**, the amount of these damages being difficult to estimate and prove, which is why the *Channel Partner* accepts by signing this Agreement that in case of breach of the obligation to keep the confidentiality of the information as regulated in the present Contract and of the legal regulations in the matter of protection of the processing of personal data, to pay to the **FUDX** damages in the amount of INR 2500000/-.

## **XI. NOTIFICATIONS**

11.1. At the acceptance of the Contracting Parties, any notification addressed by one of these to the other is validly fulfilled if it will be transmitted in writing to the addresses / fax / email provided in the introductory part of this Contract.

11.2. In case the notification is made by post, it will be sent, by registered letter, with acknowledgment of receipt and is considered received by the recipient on the date mentioned by the receiving post office on this confirmation.

11.3. If the notification is sent by fax or email, it is considered received on the first working day after the one in which it was sent.

11.4. Verbal notifications shall not be taken into account by any of the Parties, if they are not confirmed, by one of the modalities provided for in the preceding paragraphs.

## **XII. FORCE MAJEURE**

Neither Contracting Party shall be responsible for the failure to execute in due time and / or for improperly executing - in whole or in part - any of its obligations under this Agreement, if the non-performance or improper execution of the respective obligation was caused by force majeure, as defined by law.

The party invoking the force majeure is obliged to notify the other party, within 3 days of the event occurring and to take all possible measures to limit its consequences.

If, within 5 days of production, the respective event does not cease, the parties have the right to notify the full termination of this Contract without any of them claiming damages.

## **XIII. DISPUTE RESOLUTION**

In case the settlement of the disagreements is not possible amicably, they will be submitted to the arbitral tribunal / courts, any sort of dispute the jurisdiction is Mumbai.

## **XIV. OTHER CLAUSES**

In order to ensure the proper execution of the obligations assumed by the parties and in the case of the appearance of legislative changes regarding the activity provided by the parties, the **FUDX** has the right to impose the unilateral modification of this Contract and the annexes thereto. The total or partial modification of the clauses of the Contract has no effect on the obligations already due between the parties.

The modification of this contract is made only by an additional act concluded between the contracting parties.

The present contract, together with its annexes that form an integral part of its contents, represents the will of the parties and removes any other verbal agreement between them, before or after its conclusion.

This contract was concluded in a number of 2 (Two) copies, of which 1 (one) for the **FUDX** and 1 (one) for the *Channel Partner*, today \_\_\_\_\_, in India.

**FUDX**  
(Stamp & Signature)  
Represented By  
**Ms. Ruchi Dhawan**  
General Manager

**Channel Partner**  
(Stamp & Signature)  
Represented By  
\_\_\_\_\_

**ANNEX 1**

<b><i>Tie Up %</i></b>	<b><i>Partners share</i></b>
5-9.99	0.25%
10	0.45%
11	0.50%
12	0.55%
13	0.60%
14	0.65%
15	0.70%
16	0.80%
17	0.90%
18	1.00%
19	1.15%
20	1.30%
21	1.45%
22	1.60%
23	1.75%
24	1.90%
25	2.00%
26	2.25%
27	2.50%
28	2.75%
29	3.00%
30	3.25%
31	3.50%
32	3.75%
33	4.00%
34	4.50%
35	5.00%

**Channel Partner  
(Stamp & Signature)  
Represented By**

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