

Reseller Agreement

THIS AGREEMENT made on this _____ BETWEEN SAG Infotech Pvt Ltd (hereinafter referred to as the company) having its registered office at 5/495, Above Bank Of Baroda, Raja Park, Gali No.5, Near AC Market, Raja Park, Jaipur – 302004 (Rajasthan), of the one part and _____ (hereinafter called the Reseller) of the other part. The company, after having considered the proposal of the reseller, has agreed to appoint as its reseller on the terms and conditions as hereinafter appearing. The appointment of the reseller shall take effect from _____.

That the company hereby appoints to its reseller for the sale of products developed by the company in the area comprised by the State of _____ and the reseller hereby agrees to act as such selling agent in the said area of _____.

Reseller has to follow below mentioned terms & conditions:

1. A reseller is required to submit a partnership fee of Rs _____ to become _____ Reseller which will be considered as a onetime Reseller ship fee if you are a Temporary Reseller with the company. If you are becoming Silver /Gold/ Platinum/ Premium Reseller then the interest free partnership fee which you have submitted will be a refundable deposit amount and after 5 Year of time/Locking period company will refund that deposit amount. Company will not pay any interest on the partnership fee amount. This reseller ship between SAG Infotech Pvt. Ltd. and _____ will be and only for GST software that to be non-exclusive reseller ship for the said area and under this agreement reseller will not allow to sell any other product of company on his/her behalf in the said area or anywhere.
2. This agreement is subject to one year renewal and this one year renewal will be applicable for Temporary/ Silver /Gold/ Platinum/ Premium Reseller. After one year renewal of reseller agreement will be subject to company's decision.
3. For Silver /Gold/ Platinum/ Premium Reseller it is mandatory to achieve a minimum target of Rs. _____ under one year of the agreement. If under any circumstances Silver /Gold/ Platinum/ Premium Reseller fails to accomplish the said target than his/her partnership fee amount will be immediately forfeited by the company.
4. The Maximum Retail Price of GEN GST software will be _____ Rs. + All Applicable Taxes (final MRP will be company's decision).
5. Temporary Reseller will only allow to take margin on the one time sale of the GST software and will be limited to this only where Silver /Gold/ Platinum/ Premium Reseller will get margin on one time sale and on updation also.(Refer Below Margin Table)
6. Each category of reseller can only purchase the GST software under the slot system to avail the pre decided discounts on respective slots. Reseller will not be allowed to take higher discount of higher slot by clubbing two lower slots. Example: Reseller X cannot take discount of 30% of slot 30 by taking two slots of 50.(Refer Below Margin Table)
7. Under this agreement resellers will not be allowed to cancel their purchase of particular slots after once they book the same. Slots purchasing will be non- adjustable and non-replaceable by any mean.
8. Each category of reseller have to pay in advance to purchase any slot of GST software. Company will not accept any on the spot payment/post sale payment etc.

9. To avail renewal it is mandatory for Silver /Gold/ Platinum/ Premium Reseller to meet the targets for the sale. (Refer condition no. 3)
10. At any point of time during the year if the Reseller wants to migrate himself/herself from one category of reseller ship to another category of reseller ship then following below conditions will be applicable:
 - Within 45 Days** - Under temporary reseller ship, if a reseller move to the higher category of reseller ship within 45 days from the date when he/she joined the company then the company will adjust his/her Partnership Fees with the higher Partnership Fees. Company will adjust the temporary reseller ship fees that to be exclusive of taxes.
 - After 45 days** – Under temporary reseller ship, if a reseller move to the higher category of reseller ship after 45 days from the date when he/she joined the company then his/her Partnership Fees automatically forfeited by the company and he/she has to submit the Partnership Fees again according to the new category as per his/her choice.
 - For Silver/Gold/Platinum/Premium Reseller ship** – If reseller wants to move from the lower category to a higher category than he/she has to pay the balance security amount and then reseller can avail benefits of higher category of reseller ship.
11. Reseller can't move from higher category to a lower category reseller ship program.
12. This agreement is valid for one calendar year irrespective of date when agreement is signed. Company reserve all rights to amend any term and condition during this year.
13. The reseller shall make available to the Company the data of the buyer of the product to enable the Company to give technical service and Information to the customers of the Company and to publish literature in respect thereof for promoting the sales.
14. The company will not be responsible to render any help to the reseller in the promotion of the sale of the said products except advertisement material, technical support, training of products or to render any after sale-services. The after sale service of the said product sold to the Buyer, will be the responsibility of the reseller. Applicability of said condition is subject to Temporary reseller ship.
15. The reseller will not be entitled to sell any product of the company at a price higher than that fixed by the company from time to time.
16. That the reseller shall employ sub-agents, servants, canvassers, clerks and other employees at his own expense and cost in the business or the commission agency.
17. Reseller shall be free and entitled to appoint sub-reseller, salesman, commission agents or other sales personnel on salary, commission or any other basis, but with the condition that they will function in accordance with the provisions of this agreement and not do anything which is detrimental to the interest of the company, or the reseller and the collective interests of both. If any dispute arisen between these parties the company will not be liable for it in any manner.
18. That During and after the reseller ship Period, the reseller, sub-reseller, salesman, commission agents shall not divulge or appropriate to his own use or to the use of others, in competition with the Company, any secret or confidential information or knowledge pertaining to the business of the Company, or of any of its subsidiaries, obtained by him in any way while he was appointed as reseller by the Company or by any of its subsidiaries.
19. Reseller shall not use any and all trademarks, trade names, service marks, logos or corporate of Company or any of its affiliates ("Marks") without Company's express prior written consent. Such Marks are and shall remain the exclusive property of Company and reseller has no rights therein.

20. That no representation shall be made on behalf of the company except as in conformity with the instructions issued from time to time by the company. All business done or procured by the reseller shall be in accordance with the terms & conditions mentioned, subject to modification thereof as per circulars or directions issued by the company from time to time.
21. That during the period of reseller ship, the reseller shall not canvass for or act as a reseller for products of the same kind for any other competitive company and if during the period of reseller ship company seems that reseller is selling any other competitive company's product which are the same and reseller is taking an undue advantage and he is not working in the interest of the company consequently company got loss this would lead to termination of reseller ship and in this case the liability for any loss to the company has to be bore by the reseller by whatever mean company decides.
22. The reseller shall be personally liable for the payment of the price of the goods supplied through him/her or pursuant to the orders secured by him, if in any circumstances end user denies to take the product or denies to pay for it then in this condition reseller is responsible to pay on his/her client's behalf.
23. The reseller shall make all efforts for the promotion of the sale of the company's products and in the event of the company being of opinion on the basis of sale records that the reseller is failing in properly performing its duty as reseller, the company shall be at liberty to terminate this agreement by giving the reseller seven days' notice in writing and on the expiry of the notice period, this agreement shall stand terminated and the parties shall settle their accounts within a week thereafter.
24. That this agreement will automatically be terminated without assigning any reason or any advance notice if reseller work, conduct, performance, activities, behavior etc. is not found satisfactory or failure by reseller.
25. That the Company shall not be liable for service interruptions, delays, failures to perform, damages, losses or destruction, or malfunction of product or any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, acts of God, war and threat of imminent war, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment for supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond the Company's reasonable control.
26. That the reseller shall not sell the said product of the company to such customer who is actually or allegedly engaged in activities that are illegal, fraudulent or wrongful or which may be harmful to Company in any way.
27. Reseller shall not disclose any information relating to the company's affairs to others and engage directly or indirectly with those who are in the line of developing and marketing our similar product during the tenure of reseller ship with company. Failure in fulfillment of this clause is subjected to termination from company reseller ship immediately with recovery of the loss and without any notice.
28. Unless authorized in writing, reseller shall not sign any letter and/or document or commitment on behalf of the company in any manner whatsoever. Reseller shall take due care of the papers, files documents materials, etc., which may be handled by company in connection with reseller work.

29. At the termination of the agreement whether by efflux of time or otherwise. The company shall not be liable to pay any commission on orders received thereafter on product sold by the reseller.
30. If the reseller committed any offence punishable under Indian Penal Code with the customer company will not be responsible for it in any circumstances.
31. During the period of reseller ship if reseller committes any fraud with the company consequently company gets irreparably loss in his business. Company will be entitled to recover such loss from the reseller movable and immovable property by filing recovery suit through legal proceeding
32. The rights and benefits under this agreement will not be assignable by reseller here without the consent of the company.
33. In case of any dispute arising out of interruption of the above terms and conditions, the decision of the company shall be final and binding upon reseller dispute or difference that may arise out of interruption of the company shall be final and binding upon reseller.
34. If any dispute arises between the reseller hereto in respect of this agreement or in connection with any claim by one against the other the same will be subject to Jaipur Jurisdiction.
35. This Agreement is being in duplicate and in case the above terms and conditions of reseller ship are acceptable to you, please return the duplicate copy hereof duly signed by you as a token of your acceptance.
36. Company will accept this agreement on Rs. 500 Stamp Paper only.

SAG Infotech Pvt Ltd

Reseller:

By _____

By _____

Name:

Name:

The undersigned personally warrants and represents that the Subscriber is a duly authorized representative of the Company with full authority to accept the terms and conditions of this authorization and request to bind the Company by his or her signature.

Witness Signature (1)

Witness Signature (1)

Name & Address: _____

Name & Address: _____

Witness Signature (2)

Witness Signature (2)

Name & Address: _____

Name & Address: _____
