

ASSOCIATE BAMBOORAM PARTNER AGREEMENT

This Associate Bambooram Partner or ABP agreement (“**Agreement**”) is made and entered into this ____ day of _____, _____ at _____ by and between:

Bambooram Agro Private Limited, A Private Limited Company incorporated under the laws of India and having its registered office at

(Hereinafter referred to as “**BAMBOORAM**”) OF THE ONE PART

AND

a Proprietary/ Partnership Firm/ LLP/ Company having its office at, _____, hereinafter referred to as “**Associate Bambooram Partner or ABP**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) represented by Mr. _____

(The Bambooram and Associate Bambooram Partner or ABP are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”).

WHEREAS:

- a) Effective Date shall mean the date of execution of this Agreement.
- b) the Associate Bambooram Partner or ABP has represented to the Bambooram that it has got the required set of knowledge, skills, expertise and infrastructure in order to be appointed on a principal to principal basis as an Associate Bambooram Partner as a direct promoter, facilitator and distributor of

Bambooram products and services and have agreed to enter into this Agreement.

c) Bambooram has agreed to appoint the Associate Bambooram Partner or ABP in accordance with the terms and conditions set out on the Bambooram's web portal based KYC (Know Your Client) form. Under the provisions of Information Technology Act, 2000 as amended from time to time, an electronic contract is valid and enforceable, in Associate Bambooram Partner (ABP) application form and in this agreement.

The parties hereby agree to the following terms and conditions:

1. Purpose:

The intent of this Agreement is to set out the broad terms and conditions of the arrangement between the Bambooram and the Associate Bambooram Partner or ABP for sale, marketing, promotion and customer relationship management as a direct promoter, facilitator and distributor of Bambooram products and services.

2. Products :

The different type of products are being manufactured and services are provided by Bambooram. The Associate Bambooram Partner or ABP shall render his services as mediator as a direct promoter, facilitator and distributor of Bambooram products and services which are offered under this Agreement.

3. Sales:

3.1 Sales Price:

The Sale Price shall be the price of the product announced by Bambooram and revised by the Bambooram from time to time after giving 5 days advance intimation to the Associate Bambooram Partner or ABP as well as other Associate Bambooram Partner or ABP. The Associate Bambooram Partner or ABP shall offer to sell the product at the Sale Price.

3.2 Confirmation of Order:

A Order will be recognized as confirmed when a minimum payment of _____ have been received from the Customer towards booking of a product along with duly signed booking order along with supporting documents including PAN, Aadhar Card.

3.3 Confirmation of Booking through the Associate Bambooram Partner or ABP:

3.3.1 Once the Associate Bambooram Partner or ABP has interacted with a prospective customer it will be advisable to forward the information about the prospective customer like Name, Telephone Number, E-Mail ID and Short Note on discussion with prospective customer including its KYC (Know Your Client). The information shall be recorded by the Bambooram and shall not be passed on to other salesteam or any other Associate Bambooram Partner or ABP. The Name of the prospective customer gets recorded against the Associate Bambooram Partner or ABP for a period of 1 month. In the event of requirement of additional time for concluding the transaction, the Associate Bambooram Partner or ABP shall be required to send request of extension for reasonable time. However Associate Bambooram Partner or ABP shall ensure that a site

visit of the prospective customer takes place within 10 days of the intimation to us about the prospective customer accompanied by the Associate Bambooram Partner or ABP or his representative. In cases of prospective customers who are located outstation, a copy of the communication shall be marked as cc to the Bambooram sales email id, or the correspondence with prospective customer to be forwarded to complete the information chain. The said information shall be sent by Email to _____.

3.3.2 When the prospective customer comes directly or through someone else, the Bambooram shall get checked whether the said name is recorded against the Associate Bambooram Partner or ABP. Once found that the name is recorded against the Associate Bambooram Partner or ABP, the said information shall be shared with the prospective customer as well as the reference person who might have accompanied the prospective customer. The said information shall also be passed on to the Associate Bambooram Partner or ABP.

3.3.3 Subject to following conditions, recognition of the Associate Bambooram Partner or ABP for booking of particular products shall be confirmed.

- a) The Associate Bambooram Partner or ABP or his authorized representative shall remain present along with the Customer during the finalization of transaction.
- b) Or else, if the Customer submits booking application along with Pay Order/Cheque and supporting documents, and specify name of Associate Bambooram Partner or ABP in the booking application form.

3.4 **NRI Sales:**

It shall be the responsibility of the Associate Bambooram Partner or ABP to ensure that in case of sale of products to any Non-Resident Indian and Person of Indian origin that the mode of payment are in compliant with the provision(s) of the Foreign Exchange Management Act, 1999 and the guidelines issued by RBI from time to time and any other applicable laws in force. The Associate Bambooram Partner or ABP shall be responsible for obtaining all the required information and documents for complying with the rules and regulations applicable for such transaction.

3.5 **Sub-Broker:**

The Associate Bambooram Partner or ABP shall be required to provide all the details of sub broker for particular transaction. The charges and fees shall however be paid in the account of Associate Bambooram Partner or ABP alone. The Associate Bambooram Partner or ABP and sub broker shall be required to settle their internal accounts among themselves and Bambooram shall not be responsible for distribution of charges and fees.

4. **Use of Marketing Collateral:**

4.1 The Bambooram may provide necessary marketing support including marketing collaterals developed by the Bambooram for the Products like brochures, marketing kit, walkthrough/AV, etc. as per specific request from the Associate Bambooram Partner or ABP.

4.2 The Bambooram shall be entitled to discontinue any of the marketing collaterals with immediate effect by sending mail on the official email ID of the Associate Bambooram Partner or ABP. The Associate Bambooram Partner or ABP shall forthwith stop distribution, display of such marketing collateral and shall immediately withdraw such marketing

collaterals from websites, portals and other social media and marketing channels.

- 4.3 Associate Bambooram Partner or ABP can market the Products through their own contacts, advertisements, references, website and other legitimate promotional mediums after prior written permission from the Bambooram. The Associate Bambooram Partner or ABP shall be required to strictly comply with laws of land while displaying such advertisements.

5. Commission / Service Fees:

- 5.1 The Associate Bambooram Partner or ABP shall be paid Commission/ Service Fees on the basis of the Sale Consideration Value of the products sold by or through them. The Sale Consideration Value of the products shall exclude the amounts such as taxes and other deductibles etc. as applicable.
- 5.2 The Bambooram shall pay the Associate Bambooram Partner or ABP Commission/ Service Fees of _____ (excluding applicable taxes) of Sale Consideration Value of the Product/services as per confirmed sale as defined in clause 3.2 of this Agreement. The Commission/Service Fees shall be due and payable only after 60 days of complete payment received from customers.
- 5.3 **Bill/Invoice:**

The Associate Bambooram Partner or ABP shall raise monthly bill/invoice on the Bambooram comprising of number of products sold, date of booking or order, and name of the customer. The Bambooram shall pay the bill within 60 days of receipt of the valid bill/invoice from the Associate Bambooram Partner or ABP. The payment to the Associate

Bambooram Partner or ABP shall be subject to deduction of applicable taxes.

5.4 Cancellation by Customer:

In case of cancellation of booking of products, the Commission/ Service Fees already paid to Associate Bambooram Partner or ABP by the Bambooram shall be refunded by the Associate Bambooram Partner or ABP to the Bambooram within 7 days of cancellation of order.

6. Responsibilities of the Bambooram:

- 6.1 The Bambooram shall provide timely and correct information to Associate Bambooram Partner or ABP.
- 6.2 The Bambooram shall resolve concerned queries and issues of Associate Bambooram Partner or ABP within 7 days of receipt of the same.
- 6.3 The Bambooram shall keep reserved, quantity of products reserved by a Associate Bambooram Partner or ABP or a Customer for taking decision for a period of 7 days. However, such reservation shall be subject to payment of 10% (Ten Percent) of amount.
- 6.4 If the Bambooram brings any promotional scheme or any other festival scheme for a period then the same shall be intimated to Associate Bambooram Partner or ABP on timely manner so that they can also benefit from that scheme.

7. Responsibilities of the Associate Bambooram Partner or ABP:

- 7.1 The Associate Bambooram Partner or ABP shall be responsible for obtaining any applicable registration, license, approval or authorization, including tax registrations, to carry on his/her business as an ABP. Copies

of such registrations, license, approvals and authorizations shall be provided to Bambooram upon request.

- 7.2 The Associate Bambooram Partner or ABP shall not make any other representations or assurances to the Customer save and except what is communicated to them in writing by the Bambooram. Associate Bambooram Partner or ABP shall be personally responsible for any misrepresentation to the prospective purchasers and shall also be responsible for penalties and liabilities under laws of land. The Associate Bambooram Partner or ABP shall indemnify and keep the Bambooram indemnified from any losses and damage arising out of such misrepresentation by the Associate Bambooram Partner or ABP.
- 7.3 The Associate Bambooram Partner or ABP or its sub-broker shall not give/pay/pass on any part of the Commission/ Service Fees to the Customer, directly or indirectly. Similarly, Associate Bambooram Partner or ABP shall not be entitled to charge any commission or service fees from the customer.
- 7.4 The Associate Bambooram Partner or ABP shall not use the marketing collaterals provided by the Bambooram for any purpose save and except as per the terms and conditions of this Agreement.
- 7.5 The Associate Bambooram Partner or ABP shall not offer for sale of any product at the rate lower than the Sale Price and shall not offer any scheme to the Customer, save and except if the same is offered by the Bambooram at that point of time.
- 7.6 The Associate Bambooram Partner or ABP shall not be entitled to deal with any of the product available for resale without prior written permission from the Bambooram.

7.7 Confidentiality:

The Associate Bambooram Partner or ABP shall ensure that all terms & conditions of this Agreement, product sales agreement terms, sales policies, Project details, marketing strategies, advertising strategies, business policies and business plans are, unless in the public domain, are the proprietary and confidential information of the Bambooram. The Associate Bambooram Partner or ABP shall keep all such information to which he is privy or which is made available to him or to which he has access either directly or indirectly, confidential and shall not disclose such information to any third party. This obligation shall survive even after the termination of this Agreement.

7.8 The Associate Bambooram Partner or ABP should use the name of the Bambooram in most diligent manner as this Agreement does not give the Associate Bambooram Partner or ABP the right to use the name, logo, trademark, copyright, marketing brochure of the Bambooram, advertising material or any other creative material of the Bambooram whether legally registered or not (and shall always be the property of the Bambooram) except and under the restrictions and terms of use as per this Agreement and until the tenure of this Agreement. The Associate Bambooram Partner or ABP shall hand over all the aforesaid material made available to him during the tenure of this Agreement at the end/termination of this Agreement.

7.9 The Associate Bambooram Partner or ABP shall ensure that there is no violation of any other applicable laws in force including Prevention of Money Laundering. The Associate Bambooram Partner or ABP shall not be entitled to represent himself as employee or partner or owner of the Bambooram.

- 7.10 The Associate Bambooram Partner or ABP shall not make any commitments on behalf of the Bambooram.
- 7.11 The Associate Bambooram Partner or ABP shall endeavour to ensure that the Customer is a genuine customer and will help the Bambooram procure standard KYC (Know Your Client) details of the Customer.
- 7.12 The Associate Bambooram Partner or ABP or his duly authorized representative shall the same and present with the Prospective Purchaser for every site visit till finalization of transaction.
- 7.13 The Associate Bambooram Partner or ABP shall not be entitled to disclose special discounts offered to any of the customer.

8. Term and Termination:

8.1 Period of Contract:

This Agreement shall come into force on the Effective Date and shall continue to be valid and in force for a period of 36 months from the Effective Date . This Agreement shall be renewed as per mutual understanding and agreement between the Parties.

8.2 Mutual Termination:

The Parties may discuss and mutually terminate this Agreement at any time during the term of this Agreement by expressing the same in writing.

- 8.3 The Bambooram reserve right to terminate the present agreement by giving 2 months advance notice without substantiating any reason for such termination.

- 8.4 The Bambooram shall be entitled to terminate the present agreement in case of default of any of the terms conditions and liabilities casted upon Associate Bambooram Partner or ABP under present agreement or any

other contractual obligation arising hereunder. In such cases of default, the Bambooram shall be entitled to terminate the present agreement by giving advance notice of 3 days.

9. General Terms :

9.1 Nature of Agreement:

There are no understandings, representations or warranties except as expressly set forth in this Agreement and no rights are granted except as expressly set forth in this Agreement.

9.2 Amendment:

No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

9.3 Indemnity:

The Associate Bambooram Partner or ABP agrees to indemnify and hereby keeps indemnified safe and harmless the Bambooram, its successors and assigns of from or against any and all actions, claims, demands, disputes, liabilities, losses, costs, charges, expenses or damages that the Bambooram may incur or suffer as a result of any acts, deeds, omission or any misrepresentation made by the Associate Bambooram Partner or ABP while soliciting business in the name of the Bambooram or non-compliance by the Associate Bambooram Partner or ABP with the applicable provisions of the law in force or any third party claims.

9.4 Solicitation:

The Associate Bambooram Partner or ABP will not act as an agent / employee of the Bambooram but shall only procure and solicit business in the name of the Bambooram and the business so solicited or procured by

the Associate Bambooram Partner or ABP shall be subject to ratification / approval by the Bambooram. The Associate Bambooram Partner or ABP agree that as long as this Agreement is in force they shall not, directly or indirectly, whether through their Affiliates or otherwise employ or attempt to employ or assist anyone else to employ any person who is in the employment of the Bambooram.

9.5 Notices:

Notices as required under this Agreement shall be sent to the Bambooram at its Corporate office address mentioned first herein above and to the Associate Bambooram Partner or ABP at the address mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered post with acknowledgement due on receipt.

9.6 Communication:

All communication made at official email ID of the parties hereto shall be treated as official communication. In the event of change of email address, the concerned party shall be required to communicate in writing to the other party of such change.

9.7 No Employer-Employee Relationship:

It is further expressly agreed that either party or any of its holding/subsidiary/joint-venture/affiliate/group/client companies or any of their employees/officers/staff/personnel/representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the other party or any of its employees/officers/staff/representatives/personnel/agents.

9.8 Non Exclusive Relationship:

The parties herein hereby understand and agree that this Agreement is non-exclusive and that Bambooram may enter into similar agreements with others whether or not in competition with the Associate Bambooram Partner or ABP.

9.9 Distinct Identities:

This Agreement is not intended to create a relationship such as a partnership, franchise, joint venture, or agency. The Associate Bambooram Partner or ABP expressly acknowledges and agrees that the designation “Partner” as used in this Agreement, is intended to indicate and grant upon the Associate Bambooram Partner or ABP, the rights to market and distribute the Product but is not a legal partnership, joint venture, or other legal organization or entity. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractors, nor bind the other parties.

9.10 Force Majeure:

Neither Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to the occurrence of any Force Majeure. The Party claiming a Force Majeure shall promptly notify the other Party in writing of such delay or failure in performance, the reason therefore, the expected duration thereof, and its anticipated effect on the Party expected to perform as soon as possible after the event and also keep the other Parties informed of the further developments. The Party so affected shall use its best efforts to remedy such a cause of non-performance.

9.11 Governing Law and Dispute Resolution (Arbitration):

This Agreement shall be governed by laws of India. Any dispute or question which may arise in the business of the said product in connection with any matter between the parties hereto, whether during the prevalence of this Agreement or after the termination thereof, relating to or arising out of the business or of these presents shall, unless decided otherwise by mutual agreement of the parties shall be referred to a common Arbitrator to be appointed by both the groups. The arbitral proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as modified or amended from time to time. The arbitral proceedings shall be held in Bhopal (Madhya Pradesh), India only. The decision of the Arbitrator shall be taken as full and final and shall be binding on the parties.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND
SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS
ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE**

WRITTEN:

SIGNED AND DELIVERED _____)

BY THE WITHIN NAMED "BAMBOORAM" _____)

Through authorized Mr. _____)

SIGNED AND DELIVERED)

BY THE WITHIN NAMED _____)

"ASSOCIATE BAMBOORAM PARTNER")