

(Format of Affidavit on Rs.100/- Non Judicial Paper Duly attested by Notary Public)

AFFILIATE PARTNERSHIP AGREEMENT

This Affiliate Partnership Agreement is made onDate.....

Between

EANNADATA WELFARE AND DEVELOPMENT OF INDIA, with its principal office located Peer Nagar Dist.- Ghazipur (UP) Pin Code - 233001 (here in after referred as “Company” or “First Party”).

And

Second Party Name

.....

eAnnadata Reg. No.....

with its principal office located..... Office Address

(Here in after referred as “Associate” or “Second party”).

Whereas, second party is willing to provide the services support on the terms and conditions set forth in this agreement;

Whereas, second party is willing to refer leads or assignments, they will be furnished to the eAnnadata for subsequent processing and fulfillment.

Definitions:

In this agreement the following definitions shall apply:

- **AGREEMENT:** means this Affiliate Partnership Agreement.

- **OPERATIONAL ACTIVITIES:** means the array of tasks and process essential for accomplishing specific objectives or tasks. These activities serve as the practical means utilized to carry out and complete the necessary functions, ensuring the successful achievement of goals and objectives within an organization.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, eAnnadata and second party agree as follow:

I. Referral of potential clients: eAnnadata hereby authorizes second party to market its services to potential clients. All clients solicited by second party are to be forwarded to eAnnadata for acceptance or rejection. In every instance eAnnadata has the sole and absolute right to determine, in its sole discretion, the acceptability of any client or assignment, and the terms and conditions of any agreement with the client. Second party has no authority to bind eAnnadata. The second party is expressly prohibited from undertaking any kind of operational activities related to any client or assignment. It is imperative that any prospective leads or potential business opportunities are promptly and diligently transmitted to the eAnnadata for the purpose of conducting essential operational tasks. By adhering to this protocol, both parties can optimize their respective roles and contribute effectively to the overall success of the business endeavor.

II. Services: Upon execution of this agreement, the eAnnadata shall compensate the second party for converted leads as follows:

- A. Services** – The Second Party anticipates provides services volume of Minimum Rs 1 Lakh per month from the client referred under this agreement. If the Second Party fails to achieve this specified business volume for three consecutive months, this agreement shall be deemed automatically terminated.
- B. Commission:** The eAnnadata commits to paying a commission of 5-15% (As per regulation of eAnnadata) on the revenue generated from leads or assignments introduced by the Second Party.
- C. Terms:** Second party will use commercially reasonable efforts to provide clients to the eAnnadata. All booklets or other marketing material so supplied to second party shall be the property of eAnnadata and shall be returned to it upon request.
 - i.** The eAnnadata will furnish marketing materials to support promotional efforts by the second party. The eAnnadata will supply a variety of marketing materials to assist in promotional activities.
 - ii.** The second party is also authorized to utilize the provided marketing materials for their own eAnnadata name, only for promotional purposes.
 - iii.** Comprehensive training sessions will be conducted by the eAnnadata. The eAnnadata will organize and deliver thorough training sessions as part of the agreement. Extensive training programs will be administered by the eAnnadata to ensure proficiency and competence.
- D. Term and termination:** This agreement shall remain in effect for two year, beginning on the effective date and shall renewed based on your performance. Either party may terminate this agreement upon 7 days prior written notice to the other.

If the Second Party fails to achieve the 10% of the work in its area for three consecutive months, this agreement shall be deemed automatically terminated.

In the event of a material breach by either party of this agreement, the non-breaching party may terminate this agreement upon written notice to the breaching party and failure to cure the breach by the breaching party within 15days of such written notice.

E. Intellectual Property:

All concepts, inventions, ideas, patent rights, data, trademarks, materials, and copyrights that

are related to the eAnnadata's products/services shall remain the property of the eAnnadata exclusively, except those not specific to eAnnadata's products and are developed by the second party and provided to the eAnnadata.

F. Use of Name:

Second party is authorized to employ the eAnnadata's name for the promotion of services, or brand, as well as for the purpose of generating leads that may benefit the eAnnadata directly and not for personal benefit. Importantly, this authorization is expressly contingent upon the understanding that the eAnnadata's name shall not be used for personal gain or advantage by any individual or entity. Second party is strictly prohibited from using the eAnnadata's name in any manner that results in personal financial benefit.

G. Confidentiality:

All confidential information that is communicated to or obtained by either of the Parties in connection with the services provided by the eAnnadata; shall be held by them in full faith. At no time shall the Parties use any such confidential information obtained through this Association, either directly or indirectly, for personal benefit, or disclose or communicate such information to any third-party. This provision shall continue to be effective after the termination of this Contract.

H. Indemnification:

Each Party indemnifies and holds the other Party and its authorized persons harmless from and against all claims, liabilities, losses, damages, costs, and expenses, suffered or incurred by them arising out of or in connection with this Contract unless there is an act of gross negligence, willful misconduct or bad faith by either party.

I. Arbitration:

In the event of any dispute arising in and out of this Contract between the Parties, it shall be resolved by Arbitration. The venue of Arbitration shall be Ghazipur. The Arbitrators' decision shall be final and will be binding on both the Parties.

J. Miscellaneous:

1. **Severability:** In the event, any provision of this Contract is deemed to be invalid or unenforceable, in whole or part, that part shall be severed from the remainder of this Contract and all other provisions shall remain in full force and effect as valid and enforceable.
2. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the [Ghazipur] without regard to conflict of law principles. If the disputes under this Contract are not resolved by Arbitration, the disputes shall be resolved by litigation in the courts of the [Ghazipur] and all the Parties consent to the jurisdiction of such courts, agree to accept service of process by mail.
3. **Entire Agreement:** The Parties acknowledge that this Contract sets forth and represents the entire Contract between both the Parties. If the Parties are willing to change/add/modify any terms, they shall be in writing and signed by both Parties.
4. **Notice:** Any notice that is required by this Contract shall be in writing and shall be given to the appropriate party by personal delivery or certified mail, postage prepaid, or any such delivery service provided.
5. **Force Majeure:** Neither of the Parties shall be liable for any failure in performance of any obligation under this Contract due to causes beyond that Party's reasonable control (including and not limited to any pandemic, fire, strike, act, or order of public authority and other acts of God) during the pendency of such event.
6. **Marketing Support & Training:** As per this agreement eAnnadata will be liable to provide services

orientation & training program (online mode) to second party.

7. I will never conduct any scheme, campaign etc. in the name of eAnnadata.
8. I will not conduct any application/recruitment or any other business activity in the name of eAnnadata.
9. I will not use the official name, logo of eAnnadata and any other document, scheme etc. related to it.
10. I will never do any activity under the name of eAnnadata in future also.
11. I have not done any work without the permission (registration) of eAnnadata nor will I ever do it in future.
12. I will never use the name of eAnnadata on its official website, pamphlets, promotional materials etc. without the permission of eAnnadata Welfare and Development of India .
13. I have never done the work of making eAnnadata card issued by eAnnadata Welfare and Development of India nor will I do so in future without permission.
14. I will never do any work in opposition to eAnnadata which may harm or tarnish the honor, reputation and image of eAnnadata.
15. If any partner not respond to calls and Email within three working days, their ID will be automatic blocked and they will responsible for own.
16. You have Live/Physical verification at any time.

In relation to the above, I _____ Head Name _____
declare that if any indiscipline or illegal action is found by me in this regard, disciplinary, punitive and legal action will be taken against me. Action can be taken, for which I myself will be responsible.

The Parties signing this Contract are duly authorized and have the legal capacity to execute and deliver this Contract.



eAnnadata Welfare and Development of India
First party

Seal & Signature

Second Party Name
eAnnadata Reg. No.....

Mandatory for eAnnadata Care Center []

| Sn. | Required Document and Infrastructure | Yes |
|------------|--|------------|
| 1 | Character Certificate (Through Sarpanch/ Village Head) | |
| 2 | Head Aadhar Card | |
| 3 | PAN Card | |
| 4 | Electricity bills. | |
| 5 | The person should have his own or rented office (10×10 square feet) Room Agreement / Owner Paper | |
| 6 | Computer, printer, lamination, Web Camera machine etc. should be all the machinery so that there is no hindrance in card making. | |
| 7 | Licensed windows, antivirus, internet cable connection | |
| 8 | Notary (On Rs 100 Stamp Paper) | |
| 9 | Air Conditioner | |
| 10 | After approval, the certificate will be printed on A3 size paper and enclosed with framing. | |
| 11 | Notice Board (3×7 feet with 19 mm lead) | |

**Mandatory for State Partner / District Partner/ Sub-District Partner
State Partner [] District Partner [] Sub-District Partner []**

| Sn. | Required Document and Infrastructure | Yes |
|------------|---|------------|
| 1 | Organization Registration paper | |
| 2 | Head Aadhar Card | |
| 3 | Entity PAN Card | |
| 4 | GST Paper | |
| 5 | Electricity bills | |
| 6 | Notary (On Rs 100 Stamp Paper) | |
| 7 | Air Conditioner | |
| 8 | After approval, the certificate will be printed on A3 size paper and enclosed with framing. | |
| 9 | Notice Board (3×7 feet with 19 mm lead) | |
| 10 | The person should have his own or rented office (1000 square feet) Room Agreement / Owner Paper | |

Mandatory for Canteen []

| Sn. | Required Document and Infrastructure | Yes |
|------------|---|------------|
| 1 | Shop Registration Paper | |
| 2 | Head Aadhar Card | |
| 3 | Head PAN Card | |
| 4 | GST Paper | |
| 5 | Electricity bills | |
| 6 | Area of the shop should be (12 ×12 sq. ft.). Room agreement paper/ owner paper | |
| 7 | Notary (On Rs 100 Stamp Paper) | |
| 8 | Notice Board (3×7 feet with 19 mm lead) | |
| 9 | Air Conditioner | |
| 10 | Character Certificate (Sarpanch/ Ward Member) | |
| 11 | After approval, the certificate will be printed on A3 size paper and enclosed with framing. | |