

AGENCY/CHANNEL PARTNER APPLICATION FORM

Dear Applicant,

This is our immense pleasure to introduce our self As an IT Company, Media and Branding House, We Are **Xavoc Technocrats Pvt. Ltd.**

In IT we are well known Worldwide for 'Developer for Developers', we generate tools for developers and we are considered as one of the best Joomla extension developer worldwide (Google it). Our plugins and components are the only tools to integrate Joomla with CI. We also support php framework Development Organizations like www.agiletoolkit.org

In India our team has done development for some giant corporates also like Suzuki Textile, Bhawani Credit Co-operative Society, Bhavishya Group, Prompt Infracom Pvt. Ltd..

In Media and Branding House, We have done a massive work for corporates like Sangam Group Of Industries, Our Directed Advertisement has been running on national channels. We have a proud in developing the initial branding for a number of good and reputed institutes whose branding was managed and maintained by our team like 'Mewar Orthopedic Hospital, Udaipur', Bhawani Credit Co. Society, Udaipur. Etc.

We deals in the various areas like:

Drag and Drop Website and Ecommerce builder

ERP/CRM

Custom Joomla/Wordpress Development

Custom Magento/Ecommerce Development

Desktop Applications Development in Qt (Cpp)

Website Designing

Web Application Development

Codeigniter Development

Agile Development

Promotional Designing / Product Designing

Corporate Presentation

Audio/Video Production

Advertising and Branding

SEO

Fashion And Modeling

We respect your willingness to work with us. By reading this document you can know us better or you can have more information from www.xavoc.com. Kindly read this complete document and proceed to join our organization. Again we welcomes you into xavoc family and hope for a better and beneficial bond between us.

Regards,

Xavoc Technocrats Pvt. Ltd. Management

**MEMORANDUM OF UNDERSTANDING
BETWEEN
XAVOC TECHNOCRATS PVT. LTD. & FIRM APPLYING FOR AGENCY/CHANNEL PARTNER**

This Memorandum of Understanding is made on _____ between Xavoc Technocrats Pvt. Ltd., Udaipur, Rajasthan (hereinafter would referred as XTPL/Company) and _____ S/D/o _____ (Residence) _____ (hereinafter would referred as Candidate/Affiliate/Agency/Channel Partner) for the association of _____ (hereinafter would referred as affiliate/post) under _____ (hereinafter would referred as department) to record the terms and conditions on which candidate would execute agency/channel partner functions. If not mentioned in grammar the candidate must be treated for either gender. Base price wherever used will be considered as minimum price set for any product/service.

WITNESSETH

WHEREAS the EPAN, xEpan, ERP, Drag & Drop Website & Ecommerce Development Tools, Domain Booking, Email Services etc are the Products/Services of Xavoc Technocrats Pvt. Ltd. allowed to sell/use under given conditions to affiliate.

WHEREAS the Xavoc Technocrats Pvt. Ltd. requires independent companies to act as XTPL's agency/channel partner to sell the offered services as it is with their own marketing and management and WHEREAS Candidate has Understood the aims and objectives of the XTPL and is interested in working with XTPL on professional basis by taking all responsibilities of market and work it takes, does hereby convenience and agree as follows:

1. EMPANELMENT:

That Affiliate is hereby retained by XTPL as _____ who hereby accepts the appointment as per the terms and conditions laid down by XTPL and render services for given affiliate under XTPL.

2. GENERAL TERMS & CONDITIONS:

- a. This letter is a legal contract between XTPL and person being appointed as _____. The so Called _____ would sign this letter in acceptance of the Offer.
- b. Affiliate would Market and sell the Xavoc products / Services in XTPL's prescribed format only (As it is, without making any commitment to their clients on behalf of XTPL).
- c. Affiliate would be Responsible for generating his/her team of Sales person. However shall Affiliate be only responsible to provide them any salary, commission, remuneration or bonus in any manner. XTPL or any of its brand will not be providing any such facility to your employees.
- d. Every team member under Affiliate has to obey company rules and regulations for companies products. Any misconduct/dishonesty by affiliate's team persons has to be noticed and informed by Affiliate to the company, else it will be treated as done with the consent of Affiliate. Though any misconduct/dishonesty done by Affiliate's staff will be total affiliate's responsibility in moral, legal, financial or any other manner. XTPL will not responsible for your acts or commitments with your clients.
- e. Affiliates would be responsible for all the activities carried out by his sales persons to undertake overall business promotion in the region for Xavoc products.(if in sales/marketing department or Affiliate)
- f. Company reserves right to ask for any report related to activities performed by Affiliates for sales/development/marketing etc that affiliate must provide within given time.
- g. The Affiliate only shall be authorized to collect payments through cheques/DD/Cash through their clients. Affiliate

would monitor that all his team person **will draw cheques/DD or collect cash in favor of Their Own name or their applied Affiliate company name from their clients** . Affiliates are not allowed to collect payment on the name of XTPL in any case and/or to give receipt on behalf of company. XTPL will raise invoice to affiliates for used service instead.

- h. The Company reserves all rights to frame/modify the price policies time to time.
- i. The prices of various offers are subjected to revision as per company policy and that affiliate would be responsible to take its notice all the time to get the latest price list to be circulated within his team persons. Company will not accept old prices in place of new prices.
- j. Existing targets will not be affected due to increased/decreased prices of the product in any case unless specified. (if in sales/marketing department or associated with targets).
- k. The product of optimum quality are to be treated as sacrosanct would be provided by the company only. Tampering with its design, production etc. Without permission shall also be treated as an offense on the part of candidate or the sales persons under him.
- l. XTPL may ask details about candidate as previous work profile to qualify candidate as valid applicator as XTPL Affiliate.
- m. Every candidate has to submit his/her self attested ID, Company/Firm registration ID proof and Address proof.
- n. Agency can upgrade to become channel partner any time by applying and submitting required documents and fees. In such case Agency will not be considered in old Channel partner and old channel partner may not claim any commissions from that agency or its new agencies.

3. DURATION OF CONTRACT:

- a. After passing qualifying criteria of the XTPL the Candidate will remain associated with the company as long as their tenure of contract is valid that is one year by default for all affiliates from the date of signature.
- b. Affiliate will able to leave the company affiliation at his/her will giving a prior notice in advance to the company. Even after affiliate surrenders, all existing clients of affiliate/candidate will be his/her responsibility to fulfill the given commitment.
- c. XTPL reserves the right of his expulsion at its non-satisfaction. In such case XTPL may transfer clients to another Affiliate and previous affiliate of client has to surrender all amount taken from client to another affiliate as well.
- d. Agencies are assign for one year only from the date of signature. After one year Affiliate has to re apply by giving proper fees again as per XTPL norms.
- e. Candidate terminated from contract will not receive any renewal amount share as defined. Candidate must him/herself renew the agency to avail such share/payment prior expiration of affiliation.

4. COMPENSATION:

- a. Candidate has to submit company's prescribed form and royalty-amount/product cost/fees for any product service he is authorized to get the company work executed by company.
- b. XTPL does not provide any incentive and/or salary or basics for affiliate/affiliate staff.
- c. XTPL may announce various bonus or special schemes for old or new affiliates, scope of those announcement is totally defined by XTPL. No other Affiliate is capable to claim such bonus or offers.
- d. Affiliate and his/her team members shall be responsible for the payment of the own taxes as may be required by laws. The taxes would be deducted at source wherever applicable.
- e. In case of affiliates, XTPL provides premium support to get your work done properly within business hours. XTPL has dedicated support system for Affiliates.

5. **TARGETS AND EXPENSES**

- a. Affiliate is not bound with any monthly targets. But Affiliate agency and/or channel partner has to give minimum spans in certain duration continue as affiliate defined at annexure-4.
- b. The targets shall be reviews on monthly basis depending upon market value of product and current performance of candidate. If not modified then all old targets will remain applicable.
- c. Total expenses for any region that includes the salaries and bonus of affiliate and his team is the responsibility of Affiliate. XTPL shall not pay for any activity by affiliate.

6. **PERFORMANCE APPRAISAL:**

- a. Affiliate shall have to maintain a consistent above good performance measured in terms of sales by him and his team members.
- b. Aforesaid criterion of appraisal is an approximation and is subjected to a change in market structure.
- c. Every affiliate shall be kept informed regarding performance criteria.
- d. XTPL may decide any appraisal for agencies, in that final decision will be of XTPL only.

7. **PRODUCTION AND SERVICE BOUNDATIONS:**

All Agencies are bound with the following general terms and conditions:

- i. XTPL is not responsible to give training to the affiliate or the provided work more than once.
- ii. Satisfaction of Affiliate's client is solely responsibility of Affiliate.
- iii. Candidate has to define the working criteria as per own.
- iv. Any loss due to delay in work or non satisfactory work for client will be beared by affiliate only. XTPL shall not pay or refund anything in such case. Affiliate is strictly said to convey the same to his/her Clients about the same that any dealing done by client is between Affiliate and his/her client. DO AGREE ON THIS OR DO NOT PROCEED.
- v. Affiliate must visit to client if required and asked by XTPL.
- vi. Affiliate support will only be from online. Any technical help required may not be solved on client's live site. Instead the solution will be given/explained or demonstrated on demo site.
- vii. Any support will be available only during business hours and business working days.
- viii. Though Affiliate can request for separate paid training, subject to XTPL's acceptance to time and fees.

8. **TERMINATION:**

- a. This agreement may be terminated with three month's notice by affiliate after clearing all dues.
- b. For just cause the XTPL may terminate this agreement immediately upon written notice to the affiliate. Just cause shall include any breach of conduct or non-fulfillment of terms and conditions of this agreement or the duties required of affiliate under this agreement.
- c. The XTPL shall terminate the job/agency of affiliate or team under him if he/she is found to be involved in illegal activity tarnishing the XTPL's image.
- d. Non-reporting, mis-managed reporting, non-satisfied clients, clients complaints or absenteeism may result in termination. Channel partner is responsible for such regulations on their Agencies. In case of growing agencies complaints XTPL may terminate Channel partner contract as well and will either give agencies to other channel partner or can take them under company direct.

- e. Termination of Channel partner will disqualify them to received any other royalty or commission thereafter from immediate effect.
- f. Any fault found in collection and deposition of the funds in company the services of candidate would be terminated without any warning. If found wrong information provided by Agency or Channel partner company may terminate this contract.
- g. In case of no renewal fees submitted by affiliate as per company norms before or on last date.
- h. In case affiliate does not qualifies to complete pre-set minimum sales targets in given duration as per annexure 4.
- i. At any time by mutual consent as per rules provided by XTPL.
- j. In any of above case no fees/amount will be refunded by XTPL.
- k. This agreement may deemed to be terminated upon the happening of the following events:
 - i. Death Of candidate.
 - ii. Disability of candidate.
 - iii. Convection of candidate.
 - iv. A bona fide decision by XTPL to terminate its business. No refund shall be provided in any of cases.

9. **SECURITY:**

XTPL doesn't take any responsibility due to any physical/mental/financial or any other mis-happening during working period. There is no reclaim available for any case. Affiliate has to take care of his/her during all actions. Affiliate taking agency is not considered as XTPL service person unless specified.

10. **JURISDICTION ARBITRATION:**

Any controversy or claim under or as a result of this agreement shall be settled by Arbitration to be conducted in udaipur (Rajasthan) in accordance with the arbitration rules.

11. **MISCELLANEOUS:**

- a. The affiliate will not offer/commit anything in relation to Xavoc Products or service which is not mentioned by company in written otherwise affiliate will only be liable /responsible for any legal action taken on the offer.
- b. The amendments incorporated in terms and conditions of this agreement by XTPL would be binding on affiliate whenever applicable.
- c. All financial and product policies of the XTPL are binding on affiliate and XTPL need not give any explanations for the same.
- d. It is also imperative that candidate contributes regularly participate at technical meetings for the mutual benefits and promotion of the company at large.

12. **REVIEW OF AGREEMENT:**

The affiliate acknowledge that he/she has carefully read this agreement and has entered into this agreement with his own free will.

13. CONFIDENTIALITY:

This Agreement shall be a confidential document. Neither the XTPL nor the affiliate shall disclose the terms of this agreement to the other employees of the company.

14. AGENCY COMPENSATION:

Basic commissions and royalty structure defined in enclosure of MOU are as on date. Any rate/commission/royalty amount/ base price is subject to change from company and setting these is sole right of company at any time. Fixed amount in royalty and commissions other than percentages are based on certain percentages and likely to change when pricing/commission structure changes.

- a. IN WITNESS WHEREOF the XTPL and the candidate have executed this agreement as of the day and year first above written.
- b. As a token of your acceptance please sign the this and duplicate copy of this memorandum of Understanding.

For Xavoc Technocrats Pvt. Ltd.

Accepted

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Place: Udaipur

Date:

No Of Pages in this memorandum including cover letter, cover page and annexures _____.

Annexure 1: **XTPL Products :**

Epan Websites:

Epan websites are sub-domain based websites.

Base price:- 1999/- per year

Users: 1

Web-space:- 500MB

Email-settings:- 1 for outgoing only

Additional User/Space/Email Settings:- 85/- Per GB Per month, 200/- Per Email Setting Per month, 500/- per user per month

E-Commerce Websites:

E-Commerce websites are sub-domain based ecommerce system with back-end management online/offline ecommerce, stock & inventory, accounts with ready to integrate more than 20 payment gateways. Various tools are available to design ecommerce websites.

Base price:- 2999/- per year

Users: 2

Web-space:- 2GB

Email-settings:- 2 for outgoing only

Additional User/Space/Email Settings: 85/- Per GB Per Month, 200/- Per Email Setting Per month, 500/- per user per month

ERP:

This product represents Hosted ERP, a complete Epan service with following applications.

Applications:- HR, Projects, Marketing, Account, Commerce, Production, Crm, CMS.

Base price:- 500/- per user per month

Email-settings:- 3 for outgoing only

Web-space:- 10GB

Additional User/Space/Email Settings: 85/- Per GB Per Month, 200/- Per Email Setting Per month

ADD-ONS:

Add-ons are special services or modules either not included in standard products or provided as extensions.

Marketing campaigns:- Automation of newsletter & social posts. This module is not available in Hosted service.

Client must go for separate virtual hosting to avail this service.

Price: 700/- per month

Hosting charges: depends on required infrastructure.

Data Grabber:- A tool to grab data from internet google results and create leads with email ids fetched. This module is not available in Hosted service. Client must go for separate virtual hosting to avail this service.

Price: 300/- per month

Hosting charges: depends on required infrastructure.

Additional Space: Price 85/- Per GB Per Month

Email Box: Price 350/- Per business email account per year

Domain Purchase: As per actual

Domain Park: Park of domain not purchased from Epan Service /XTPL 200/- INR per domain per year

Govt taxes extra

Annexure 2: **Commission structure** as on date: Subject to change on company's policy.

All fixed commissions (That are in amount not in percentages) are also defined as percentages internally, To make things easy it is defined so here. Said so, In case of change in price or commissions that values are also about to change.

- TRAINING:
 - Free : unlimited webinar trainings and community forums
 - Paid @ : 450 /- Per Hour for one-to-one training

- WHAT Company Charges
 - Epan.in Websites : 1999/- + taxes
 - ECommerce : 2999/- + taxes
 - ERP : 500/- Per User/ Month + taxes
 - Free support by company to clients directly

- What Agency gets
 - Agency is free to charge anything above XTPL price as service charge to their clients
 - Premium support, Live webinars for regular training and updations. Template authoring lectures
 - Marketing and sales trainings

- What Channel Partner Gets (from company)
 - On Each Agency : 20% of agency sale amount
 - On each epan by agency : 3% upto 20 lacs rupees per month sale, 4% upto 1 crore INR sale, 5% above 1 crore INR Sale on basic product price (Add-ons not included)

Sales price is the amount Agency charges from clients. Apart from product cost, agencies can charge their clients for their services including but not limited to designing of website using Epan tools on behalf of them, provide them training support if required etc.

Annexure 3: **Affiliate fee** : as on date: Subject to change on company's policy.
XTPL is working on two affiliate system as on date. Channel partner and agencies.

- **Agency**: Allowed to sell XTPL products as given above but cannot create sub-agencies.
 - Initial Fee : INR 15,000/- (fifteen thousand only)
 - Yearly renewal : 20% ie INR 3,000/- (three thousand only)
- **Channel Partner**: Allowed to sell XTPL products as given above and also create sub-agencies. Earns from each epan sale from its agencies as annexure 2 (only base price, add-ons not included)
 - Initial Fee : INR 1,00,000/- (one lacs only)
 - Yearly renewal : 20% ie INR 20,000/- (twenty thousand only)
- **Channel Partner Exclusive State**: Allowed to sell XTPL products as given above and also create sub-agencies. Earns from each epan sale from its agencies as annexure 2 (only base price, add-ons not included). All agencies in that state automatically comes under this channel partner that are created after this contact is signed.
 - Initial Fee : INR 15,00,000/- (fifteen lacs only)
 - Yearly renewal : 20% ie INR 3,00,000/- (three lacs only)

NOTE: Government Taxes are excluded in all prices given above if not mentioned inclusive explicitly. Any government tax will be deducted on commissions if applicable.

Annexure 4: **Minimum targets to meet** : as on date: Subject to change on company's policy.
XTPL affiliates are required to complete following minimum targets to achieve to qualify for next period. In case of non-achievements company may terminate your affiliation. Company will not refund any payment/fees amount in this case.

- **Agency**: Minimum epan sales
 - Quarterly : 15 Epan / E-Commerce / ERP
- **Channel Partner**
 - Quarterly : 10 New agencies or 100 Epan/E-Commerce/ERP from its agencies in total.