

Partner Agreement Terms & Conditions

1. Subject to the terms and conditions of this Agreement and for the consideration specified in Schedule 1 of this agreement, Stay Blessed Pvt Ltd (Principle) agrees to provide its solution, application and mobile technology platform ("BeSerene Mobile App") to the Partner and the Partner hereby agrees to implement the BeSerene Mobile App in offering various sales/engagement/campaign and other such activities from time to time to market, attract and retain customers. The Partner shall configure the Engagement/Sales Program as per Principle's defined policy and need.
2. The Engagement/Sales program launched by the Partner shall be the sole responsibility of the Partner. Principle shall not be responsible and/or liable for any third parties or customers that subscribe to such Program by using the BeSerene Mobile App or website.
3. Partner shall promote its customers to sign up and subscribe and/or purchase the BeSerene Mobile App through such sales/engagement/campaigns. Principle may assist the Partner by sharing its ideas, studies and promotion materials on a case to case basis and at its own sole discretion. This agreement shall be applicable to all the offices/outlets of the Partner in India.
4. Principle shall train such number of employees/ key persons of the Partner as may be mutually agreed between the parties. The cost of such training will be borne by the Partner. The trained employees/key persons shall in turn train the other remaining employees of the Partner at all the offices/outlets.
5. Partner may choose to revise or modify the sales/engagement/campaigns as it may deem fit, however, the Principle will only be liable to the customer for the previous agreed sales/engagement/campaigns and shall grant its customers a period of one month to avail such privileges and benefits. The sale/engagement/campaign shall be construed as an economic transaction between the Partner and the Customer. Any dispute related to the sale/engagement/campaign shall be the sole responsibility of the Partner shall keep the Principle and its directors indemnified from any such disputes or claims. Principle may recommend certain changes in the sale/engagement/campaign, which changes will be reasonably considered by the Partner.
6. The Partner agrees and enters into this contract on an exclusive basis and agrees not to do similar contracts with any other similar offering companies.
7. The Partner hereby undertakes to indemnify the Principle against any and all losses suffered, and expenses incurred and such other amount towards damages claimed against Principle due to the sales/engagement/campaign or any other obligations of the Partner to its customers.
8. Regardless of anything contained in the Agreement, the Principle's aggregate liability shall always be limited to the fees paid to its under the Agreement and the Principle shall not be liable to any loss of data, consequential incidental damages and third part claims including the Partner's customers.
9. Either party shall terminate the Agreement with a thirty days prior written notice. If the third party has committed a material breach of the Agreement and if such breach has not been cured during the notice period, the Partner shall pay the Principle fees for the services provided up to the effective date of termination
10. Principle is committed to and assures Partner data confidentiality. The Parties agree that the Principle from time to time, may use customer information to fulfil its redemption obligations in connection with the Partner offering as authorised by this Agreement, create data sets and gain customer insights to improve Partners sales/engagement/campaign efficiency, occasionally push relevant, contextual information to the Customer segments based on profile based analytics. No personal information will be disclosed unless required by law.
11. Partner hereby permits and allows the Principle to use its name and Logo on the Principle's website or in promotional materials for its marketing.
12. Principle agrees to pay Partner up to 30% maximum of margin per deal on completion of the commercial transaction and receipt of payment from the User
13. Failure to make the timely payment of invoices to Principle shall, without prejudice to any other remedy or recourse available under this Agreement or law, will attract a late fees @ 2% per month. Any delay in payments for more than 30 days shall constitute a material breach of this Agreement and entitle the Principle to terminate the Agreement.

14. This Agreement shall be governed by the laws of India. Disputes arising out of this Agreement shall be first referred to the executives/senior executives of each Party for an amicable solution. If the dispute is not resolved within a period of 30 days, the same shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. Unless Parties jointly appoint a sole arbitrator, each Party shall appoint one arbitrator each and the two appointed arbitrators shall appoint a third arbitrator. The decision of the arbitrators shall be final and binding on both Parties.
15. Principle Software Functionality:
- Certain features may be removed depending on what the prevailing laws and regulations dictate
 - Certain features may not be readily available. Feature requests will be added to a pipeline and shall be executed depending on priorities
16. Training and Implementation: Principle shall give the training for the usage to the user one time through a webinar and any other times it is asked for would be a paid activity
17. Support: Principle will strive for 95% uptime of the system, Principle will provide support for Users and Partner staff via web, telephone and email
18. Types of versions sold:
- BeSerene Short Webinar:** This is 1 hour long online webinar that we offer to explain about the unique approach we have that combines the "Spiritual" and the "Psychological" approach for managing Stress and Anxiety. Although this is a paid activity, this can be given free as a lead generator for the first month of the Partnership Agreement.
 - Half a day webinar:** This is a paid session that is also online with certain interactivity sessions that talk of both the "Spiritual" and "Psychological" approach with a set of activities and interactions with the participants so they get a taste of how it would feel to internalize our solution BeSerene into their lives
 - BeSerene Rapid:** Rapid-fire and intensive two APPs one on the "Psychological" coursework and the other on Spiritual course work. Both typically teaches a lot in 2 to 3 days to participant., This becomes most relevant in the current situation of COVID 19 to take care of stress. These rapid tasks are elaborated in habit forming manner in BeSerene Enterprise. Hence, we recommend selling these two offerings as a bundled offer. Nothing prevents them to be sold as separate offering as well. HR or corporate admin of this app will have a back end and will get insights and usage of the app to make out who are the leaders in adoption and who are the lagers. This scheme may change and will be notified to the partner on a regular basis.
 - BeSerene Enterprise:** This is the full-fledged habit-forming app that will be used by users along with dashboard to corporate admin and where report is available on the progress of a user each day and on completion of the course. Several additional features of technology and personalization are there like integration to an Apple or Android Fitness band is supported, Remote interaction with the coach or in-house councillor is supported, you can add Symptoms and Pain point so that you are not exposed to harsh exercises or routine that can harm you, and many more like an AI based Chatbot, messaging framework, profile, preferences etc. This is a vast, comprehensive and habit-forming app.

19. Indicative Pricing Sheet:

Srl No.	Item Description	Transfer Price
1	1 Hour Webinar	
2	½ Day Workshop	
3	BeSerene Rapid	
4	BeSerene Enterprise	

Please Note:

- Pricing and offerings will change from time to time and the Partner will be informed every month at the beginning of the month on this.
- All prices are excluding taxes

20. Roles and Responsibilities:

Srl No	Description	Role	Responsibility	Remarks
1	Sales Effort	Partner	Partner	Principle will monitor progress regularly
2	Order Booking	Partner	Partner	Principle will monitor progress regularly
3	Payment Collection	Partner	Partner	Principle will monitor progress regularly
4	Partner Training	Principle	Principle	Principle will report progress regularly
5	End User Training	Partner	Partner	Principle will monitor progress regularly
6	Target Achievement	Partner	Partner	Principle will monitor progress regularly
7	Upgrade and App Support	Principle	Principle	Principle will monitor progress regularly

Date:
Place:
Signature:

Date:
Place:
Signature:

Name:

Name:

For Stay Blessed Pvt Ltd
Witness:

For _____
Witness: