

## **AGGREEMENT**

This Agreement ("**Agreement**") is executed at Pune on date on website live.

### **BETWEEN**

**M/s InfoSoft System**, a company incorporated under the laws of India and having its registered office at **E-6, 2<sup>nd</sup> Floor, Royal Arcade, Near Shankar Maharaj Math, Pune-411043 Maharashtra** (herein after referred to as "**VENDOR/Licensee**" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) represented by its authorized signatory Mr. Sanjay Khinvsara (Authorized Signatory) herein after called as **First Party**

### **AND**

**Aarogya Miracle Marketing Pvt. Ltd. (www.aarogymiracle.com)**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at India, hereinafter referred to as "**VENDEE/FIRST PARTY**" which expression shall, unless the context otherwise permits, include its successors and permitted assigns of the one part through its authorized representative /Signatory) , using the software by owner of a company and concern admin person who has been appointed by company herein after called as **SECOND PARTY/VENDEE/COMPANY**.

For the purposes of this Agreement, the First Party and the Second Party have been individually referred to as "**Party**" and collectively as the "**Parties**". Further, Affiliate shall mean any entity /person that is domiciled in India and working on behalf of any party.

Both parties as above have expressed their desire of entering in to an agreement to meet their respective objectives, which are set out here in below,

### **Definitions:-**

In this agreement the following definitions shall apply.

1. **Agreement:** Means this agreement.
2. **Vendor:** Means the Service provider for software.
3. **Vendee:** Means the company which is taking service from the vendor.
4. **Business day:** Means a day on which banks are open for trading in India.
5. **Business:** Means the development of software, used for smooth functioning of the company for the vendee.
6. **Marketing Plan:** - Means the marketing And Incentive plan declared by the vendee/Second Party on their official brochures as well as the changes made from time to time along with the attachment to be conveyed in writing or mailed or verbally to vendor on regular basis.
7. **Domain Name:** - Shall Mean the URL viz. Uniform Resource Locator. This will be registered by the vendor or transferred to vendor In case already registered by someone else at the start of the contract .The Domain Name shall be owned by the First Party and the renewal of the same is

The responsibility of the Second Party and shall be transferred to the Second Party at the termination of this agreement/contract.

8. **Data:** - Mean the records entered by the Second Party like Member's information, product information etc. Data shall not include web pages, programming, Source Code, articles, movies, intros., music, logic, code, design, images, clips etc. material developed designed, down loaded, copied, created hired etc. all-inclusive by vendor.
9. **Payment:** Means the amount payable by the vendee for the services of the vendor as agreed between the parties.
10. **Intellectual property:** Includes all licensed copyright design, trademarks, patent, process & corporate name, computer software licensed by M/s InfoSoft Systems, and the goodwill of any licensed business name, secret process or confidential information licensed by second party including the marks of the system.
11. **Month:** Means a calendar month.
12. **Services:** Means these services forming part of the system from time to time.
13. **Response time:** To respond to all enquires by vendee from the vendor which is eight working days as they are made.
14. **Confidential information:** Means but not limited to the operation manual is, trade secrets, information, methods, ideas, concepts, price, forms, techniques, data base, copy right materials and all records relating to the system including Psychometric test.
15. **Discontinue:** Means to terminate the operating the business.

**WHEREAS** The First Party is a company engaged in the business of High Quality Software Development service and the Second Party is inter alia engaged in the business of marketing of various products. The Second Party desires and has approached the First Party to Develop Software Service and the Parties have represented to each other that they have the relevant expertise, experience and resources to operate their respective business and relying on the mutual representations, warranties and assurances. The Parties are now desirous of entering into an agreement to record their mutual understandings and agreements whereby the First Party shall Develop A software for the Second Party on a non-exclusive basis.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the parties with the intent to be legally bound hereby agree as: -

## **1. Scope of the Agreement**

- 1.1 The First Party hereby agrees to develop the Software service for the Second Party as per the formulations given by the First Party.
- 1.2 The First Party Shall provide the following services: -
  - A) Testing: - Vendor (after the second party test of the payout first) will test the marketing plan for various functionalities & possibilities and will convey result to the second Party. Testing will not take more than 20 days from the day of executing this agreement/ from the day of hosting

Domain name or software uploaded. This is possible only if data / details require will be given by second party on the day of domain name registration or transfer.

B).Web based Application:-This is complete business S/w to include:-

i. Static web site showing general company information, various products and plan details along with contract information.

ii. down line management system coupled.

iii. payment/incentive earned by the company's members.

iv. Head office Control panel i.e. admin panel.

v. User panel.

vi. All this will be provided Step by step but within 45 days from the date of executing the agreement/ contract. Depending upon the complexity of plan. This may take more time if some technical difficulties or conditions beyond control by first party.

C) Site: - Under this Specialized segment, vendor will provide web site in slide motion within 3 months from the date of execution of this agreement to the second party.

D) Training: - The First Party/ vendor shall provide training to the staff of the second party for the software handling as agreed between the parties.

E) Data Transfer: - The first party/ vendor will also assist the Second Party/company for entering their old data to the software if any and will try its best to automate this operation as much as possible but the Vendor / First party is not obligate to make any data entry for the second party/ company in case of existing or old or any data thereof. If requested vendor/ first party can make separate arrangement for data entry subject to the separate charges to be paid by the second party but at the sole discretion of the first party/vendor.

## **2. Term and Renewal**

This agreement shall be effective from the Effective Date and shall be valid for a period of one year there from unless terminated earlier as per the termination provisions provided hereunder. The Agreement may be extended for a further period upon mutual agreement of the parties hereto, in writing and the cost/price will be decided by vendor only.

## **3. Representations and Warranties**

**3.1** The Second Party/Vendee represent warrants and covenant that:

**A. That the First Party / vendor shall not be responsible for any false commitments, fraud, forgery or wrong thing done by the Second party/vendee in any manner whatsoever of any kind as the First Party is not involve with the Second party in any manner.**

**B. That the First Party Shall also not be responsible for any miscalculation with respect to the incentive/marketing plan as the Second Party has to check the calculation and other part time to time and the First party/Vendor is only to follow requirement of Second Party/vendee.**

- C. The First Party is not at all related with any financial activity/ scheme run or handle by the Second party further the First party shall not be responsible for the act of the Second party as the Second party indemnify the first party against any misuse by running the company in any unethical way.**

## **5. Mutual Representations of the parties**

5.1 The parties represent that:

- a) Parties are duly organized, validly existing and in good standing under the laws of India and have the power and authority to enter into this Agreement and to perform its obligations hereunder.
- b) Parties have the power to execute, deliver and perform this Agreement and that this Agreement has been duly and validly authorized, executed and delivered by the parties.
- c) Parties' obligations hereunder constitute legal, valid binding and enforceable obligations. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein do not breach its organizational documents or any law, provisions of any contract or order of court applicable to it and do not require any applicable governmental approval.
- d) Parties shall take such further such acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.
- e) To the best of either party's knowledge there is no suit, action, litigation investigation, claim complaint or proceedings in progress or pending or threatened against or relating to it, which, if determined adversely against such party, could prevent the party from fulfilling all of its obligations set out in this Agreement or arising from this Agreement and such party has no knowledge of any existing ground on which any such action, suit, litigation or proceedings might be commenced with any reasonable likelihood of success.

## **6. Indemnification**

**6.1** The Second Party shall defend the First Party and its agents (the "First Parties") against claim that arises, directly from:

- i)** Any infringement or misappropriation of any proprietary and/or third party intellectual property right by Products, Material, or Second Party (or by a third at Second Party's direction) provided to the First Party.
- ii)** Second Party's breach of the terms of this Agreement.
- iii)** Third party claims against the First Party arising out of the Second Party negligence misconduct, misrepresentation or suppression of material facts.
- iv)** Violation of laws relating transaction between the parties.

6.2 The First Party shall indemnify and hold harmless the Second Party from any liability, loss, cost, Expense or damages (including reasonable attorney's fees) suffered by the Second Party on account of the software related problems on the part of the First Party.

6.4 The indemnifying party will indemnify and hold harmless the indemnified party against any, Liability, loss, taxes, interest, penalties, damage, cost or expense (including reasonable attorney's Fees) incurred by the indemnified party relating to any claim, except to the proportional extent the Liability is caused by the negligence or intentional misconduct of the indemnified Party as Determined by a final, non-appealable order of a court having jurisdiction.

**6.4 Limitation of liability:** Either Party Shall Not Be Liable to the Other for Any Consequential, Special, Punitive, Or Indirect Damages, Including Lost Profits or Opportunities.

## **7 Intellectual Property Rights**

7.1 The First Party represents that it has no right to use intellectual property rights ("IPR") in any manner for its personal use other than for making website for the Second party , IPR shall mean and include any and all intellectual property rights, present and future including trademark and all rights or forms of protection of a similar nature or having equivalent or the similar effect to any of them which may subsist whether or not any of them are registered and including applications for registration of any of them for their entire term and any applicable extensions.

## **8 Confidential Information**

8.1 Each party agrees and undertakes to treat as strictly confidential and project all information and Documents received or obtained as "CONFIDENTIAL" by it or its advisors, officers, directors, employees, representatives regarding the other party, its Affiliates, its management business or financing sources, etc. (collectively "Confidential Information") and will not at any time hereafter make public, disclose or divulge such Confidential Information to any third party, Provided, however, that:

- i) Confidential Information may be disclosed to receiving party's officers, employees and representatives on a need to know basis and who have a contractual, legal, ethical or professional duty to maintain the confidence of such Confidential Information; and
- ii) Confidential Information may be disclosed to the extent required by applicable law or regulations provided a prior written notice is given to the receiving party along with all opportunities to prevent any disclosure of its Confidential Information.

8.2 The receiving party shall use this information only to fulfill its obligations under this Agreement, and will promptly return to the disclosing party or destroy this information when this Agreement terminates. This Section covers all Confidential Information regardless of when either party receives it. Except with the prior written permission of the other party, a party will not use any trademark, service mark, commercial symbol, or other proprietary right of the other party, issue press releases or other publicity relating to this Agreement.

(Receiving party means the party receiving confidential information that is first party and disclosing party means party disclosing confidential information that is second party).

#### 9. TERMINATION: -

9.1 This contract can face abnormal termination before the expiry of prescribed period of 1 year in following cases:-

- i. Weaker or unsatisfactory performance by the Second party in terms of payment.
- ii. Disclosing of confidential information by the First party

9.2. In Case , If the First Party wish to terminate this agreement, 30 days notice via e mail/post /wats app is essential to the Second party so that the second party may arrange alternative and the First party shall not stop any of its services to the Second party. There will be an exception to this term in case of partial payments or delayed payments, the first party may decide to continue partially run or totally stop the services depend upon its sole discretion.

9.3. In case of any termination whether orally or written , the first party shall return all data to the Second party in excel sheet and shall transfer domain name to the second party provided the second party has cleared all payments due against the first party.

9.4. In case of normal termination, the first party shall handover entire data in excel format to the second party written on CD or on pen drive or mail to the second party.

9.5. In case of abnormal termination , both the parties shall mutually finalize some value of the entire web application service and the Second Party shall make the entire payment to the First Party and the First party shall give all data in excel to the second party only after realization of the said payment.

9.6. The termination of this agreement shall be valid only on Rs.100/- Non Judicial paper duly signed by both the parties agreeing upon no issue is pending between them and either side would not have any dues pending against each other.

9.7 That after the termination whatsoever of any kind the first party shall have no relation with the second party in any manner in future.

9.8 All Calculation part has to be checked with company. Vendor is only going to follow requirement of company. All calculations & other part has to be check by company time to time after giving any changes to vendor. Vendor will not be responsible for any wrong calculation as after testing by company

only it will be uploaded. For financial calculation mistakes if any, liability of vendor is limited to only correct it. It may take time.

## **10. Miscellaneous**

**10.1. Survival:** The provisions of this Agreement which by their nature are intended to survive termination of the Agreement (i.e. including representations warranties, indemnification, confidentiality, payment obligations, force majeure, choice of law and jurisdiction,) will survive termination.

**10.2 Relationship of the Parties:** This Agreement is non-exclusive. The Second Party's relationship with the First Party is that of vendor and vendee only. The Second Party will not have any power or authority to bind the First Party. This Agreement will not create the relationship of agency, employment, partnership, franchise joint venture, or any similar other relationship. Notwithstanding the existence or terms of any subcontract or sub-delegation that may exist on and from the Effective Date of this Agreement between the Second Party and any third party, the Second Party will remain responsible for the full performance of this Agreement and for its subcontractors compliance with the terms of this Agreement.

**10.3 Governing law:** This Agreement is governed by the laws of India, without reference to any applicable conflict of laws.

**10.4** Any disputes, differences, disagreements, by whatever name called, that may arise in relation to this Agreement between the parties shall be resolved by mutual discussions between the authorized signatories of the Parties, or by other person as the parties may decide. If the dispute remains unresolved for a period of 14 (fourteen) business days from the date on which the said authorized signatories (or such other person) have exchanged communication in this regard, the parties may refer such dispute to the Arbitrators appointed by both the parties and the decision of the Arbitration shall be applicable on both the parties.

**10.5** The Jurisdiction shall be exclusively Pune only.

**10.6 Cumulative rights:** Either party's failure to enforce any provision will not be a waiver of the party's rights to subsequently enforce the provision. If any provision is held to be invalid, then that provision will be modified to the extent necessary to make it enforceable, and any invalidity will not affect the remaining provisions.

**10.7 Entire Agreement:** This Agreement is the entire agreement between the First Party and Second Party for the purchase and sale of Second Party Products, and supersedes all prior agreements and discussions. The rights under this Agreement available to the parties is without prejudice to any other remedy that the parties may have under law, contract or otherwise.

**11 Revisions and Continued Use:** The First Party reserves the right to change any of the terms and conditions contained in this Agreement at any time without the consent of second party and shall inform about the changes made by the first party.

- 12 Force majeure:** Neither party to this Agreement shall be liable to the other party for any delay or failure on its part in performing any of its obligations under this Agreement resulting from any cause beyond its reasonable control, including but not limiting to, strikes, riots, protests, mass demonstration, government imposed restrictions, civil commotion, fire, floods, explosions, acts of god, acts of State, war, enemy action or terrorist action. Provided that the affected party shall intimate the other party about the occurrence and details of Force majeure event within 40 hours of the occurrence of such event in writing. Or on what's up or mail etc.
- 13 Check Counterparts;** This Agreement may be executed in counterparts, each of which, shall be deemed an original, but all of which together will constitute one and the same instrument.
- 14** Charges for particular changes are decided by vendor. If second party/ company agrees to pay that than only first party/vendor will do the necessary changes as per requirement.
- 15** After completion of one year the second party/company have to pay renewal charges for domain & server space. For changes first party/ VENDOR will decide changes depending upon requirement and time require to do work.
- 16** Ownership of server will be with the first party/Vendor (Infosoft Systems) and will not hand over / share any source code / database structure with the second party/ company. Cost and configuration will be decided by the first party/vendor only as per requirement. Cost of server shall be paid by the second party/company to first party.
- 17** Please take data backup in excel Time to Time. Vendor / We are not responsible for Data Loss or any mistake in calculations.
- 18** C Panel Password will not be shared by the first party/ vendor. It will be with Vendor (Infosoft systems).
- 19** If server is down for maintenance or for any other reason, time require for resume will be decided by third party. Our responsibility will be only to communicate with hosting provider and get it live.
- 20** For Changes depending on changes type i.e. minor or major it will take min 8 working hours to working days after giving in writing or on mail. Time frame will be decided by first party/vendor. It may take more time depending on working schedule of the first party/vendor.
- 21** There are additional charges than specified above for any alteration to existing plan which is giving while agreement. The second party/ COMPANY can make as many changes to its existing & first party/vendor will incorporate all that to web application with charging separate cost. If same changes which we have added and after the second party/ company request to remove than for again adding on request it will cost again. Cost of that will be decided by first party/vendor.



- 22** If any law person / police ask for data we will hand over data in excel format to concern authority without informing client if require by concern officer.
- 23** Amount paid to Infosoft systems is totally nonrefundable.
- 24** Vendor reserves the rights to amend/change terms & conditions mentioned above.
- 25** Third party support integration responsibility will be of the second party/company. The first party/vendor will not guarantee. Charges for this may apply. Decided by first party/vendor. First party/vendor is not responsible for third party noncooperation with the first party/vendor.

The parties have caused this Vendor Agreement to be duly executed by their duly authorized representatives as of the date and year first hereinabove written after understanding the contents in their vernacular language.

By clicking the agreed column, the second party undertakes that he / she / they have read & understood all the terms and conditions & Contract and agree to abide by them after understanding the contents in their vernacular language.