Channel Partnership Program: General Terms and Conditions

These terms and conditions (the "Terms and Conditions") shall be applicable to Channel Partners who would provide their existing and new clientele to Würfel in lieu of business growth for both parties. The said Channel Partnership referred as (CP) Program is an initiative launched by Würfel Küche Pvt. Ltd. By enrolling for the Program you understand and acknowledge that you shall be bound by these Terms and Conditions, as detailed below.

- 1. The CP is given the login access at <u>www.wurfelworld.com</u> which is confidential and can track the current status of his clients at any time. The platform is highly transparent to ensure that both the parties work on a long-term ethical relationship.
- 2. The CP is entitled for one-time reference bonus of Rs 1000 every time a lead provided by the CP gets converted to a "Qualified Lead" at a Würfel store.
- 3. **Qualified Lead:** When a lead registered by the CP walks-in to a Würfel store and provides same contact details as submitted by the CP.
- 4. The CP is entitled to **one time loyalty fees** (as agreed upon) of total order value before the applicable taxes of the country, every time a lead provided by the CP closes with Würfel.
- 5. **Closed Lead:** When a lead registered by the CP qualifies and books an order with Würfel. A lead will be considered a closed lead only when 100% payment has been made by the client against the order.
- 6. In an event where a CP registers a lead and an influencer (Architect/ Builder/ Interior designer/ more) gets the same lead to any Würfel studio, the CP would be entitled to one time 2% loyalty fee of the total order value before the applicable taxes of the country as the influencer does the main role of closing the lead.
- 7. Würfel shall compensate the CP, on a monthly basis (post TDS/GST deduction, as applicable), on the 20th of every month. TDS deduction for CP who have provided the PAN card details is 5%, else 10%. Post Rs. 10,00,000/- billing in one financial year, 18% GST would be applicable.
- 8. The program is not applicable for any builder/project, and the reference of a client for any builder/project where Würfel Küche is associated with the builder/project at a corporate project level.
- 9. Promotional offer on top of the regular compensation, would be announced on a regular basis and the same would be applicable during that time period as would be mentioned in the offer.
- 10. Each Party shall keep all information and other materials passing between itself and the other Parties, including without limitation, the terms and conditions of this Program, the costing/pricing and other confidential details of the services availed by the CP from Würfel, discount/fees/offers/compensation offered to the CP by Würfel under this Program, as part of the services of Würfel that have been availed by the member, or otherwise and the subject matter thereof as confidential and shall not, without the prior written consent of the other Party, divulge the confidential information to any other person.
- 11. These Terms and Conditions will remain in effect unless the Project or the membership is terminated/withdrawn.
- 12. Würfel reserves the right to terminate/withdraw the Program immediately at any point in time. In the event Würfel terminates/withdraws the Program, Würfel shall intimate the CP members in writing of such termination/withdrawal. It is hereby clarified that any such termination/withdrawal shall not affect any CP loyalty fee payable to the partner, in accordance with these Terms and Conditions, as on the date of receipt of such intimation of termination/withdrawal. Except as mentioned above, Würfel shall not be liable to pay any Brand Advocacy Fee or any other compensation/fees/cost/damage to the Partner post the termination of the Program.

- 13. The CP shall automatically cease to be a member under the Program in the event it terminates the services of Würfel/ the order placed with Würfel in relation to his/her house/flat/apartment/residence.
- 14. Würfel reserves the right to withdraw the membership of the Partner from the Program, without notice.
- 15. Würfel reserves the right to terminate the membership of the Partner in case of gross negligence, misrepresentation or failure to undertake the advocacy and promotion of the brand of Würfel in accordance with the Terms and Conditions.
- 16. In the event of such termination/withdrawal of membership, the Partner shall have no claim for any payment/damage under this Program or the Terms and Condition post such termination/withdrawal, except to the extent of the Channel Partner Fee payable under this Terms and Conditions as on the date of the termination/withdrawal.
- 17. The Partner hereby agrees to indemnify Würfel of all loss/ damage/ claim/ expense/ fees/ penalty/ costs that Würfel may have incurred due to the breach of any clause of these Terms and Conditions by the Partner.
- 18. Würfel may, at its sole discretion, alter these Terms and Condition. In the event of any alteration/modification to these Terms and Conditions, Würfel undertakes to promptly intimate the Partner in writing.
- 19. All claims and settlement from CP will be settled amicably and from sole discretion of Würfel. CP acknowledges and confirms that no claims or settlements under this agreement will be taken to any arbitrator or legal jurisdiction but amicably settle with Würfel only.
- 20. CP confirms Würfel that it promotes and markets the products as per the brand promotion and marketing standards only, at any given point CP does not false promote the products.
- 21. The Partner hereby agrees to indemnify Würfel of all loss/ damage/ claim/ expense/ fees/ penalty/ costs that Würfel may incurred due to the claims of the consumers by false and wrongful promotion of the brand by the CP.
- 22. Würfel will not pay for any allowance or expenses incurred by CP for promoting the brand. The program is limited to referral bonus only and CP confirms the same.
- 23. Würfel will provide the training and the brand promotion documents to CP for marketing purpose only.
- 24. Technical product presentations of the brand to end consumers to be done only in Würfel company showrooms or along with the Würfel official personal.
- 25. CP cannot have Würfel visiting card printed for promotions, it is against this agreement and if Würfel finds it, the association program will be terminated immediately without any further notice.
- 26. CP confirms that he/she cannot receive any advance or payments from end consumers directly.