

## Chashmamarket Retailer Agreement

This agreement is made in .....on this .....of .....20...  
between M/s.....having business address at  
..... and Registered office at  
..... (hereinafter referred to as "Retailer" which  
expression shall, unless it be repugnant to the meaning or context thereof, mean and include,  
heirs, executors, administrators, successors in title, and permitted assigns) of the FIRST PART;  
AND

Vrtechsys Solutions Pvt. Ltd, a company(Chashmamarket.com) incorporated under the Indian  
Companies Act, 1956 having its registered office address at Software Technology Park of  
India S.S.Sarni, Bidhannagar, Durgapur-713212 West Bengal, India (hereinafter called as  
"Company") which expression shall unless it be repugnant to the context or meaning thereof  
shall mean and include its successors and assigns) of the SECOND PART.

WHEREAS, the Retailer has conceptualized a website, and desires to sell his product in this  
website, who can expand his business all over.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth the retailer and  
the Company hereto (each individually a "Party" and collectively the "Parties") agree as follows:

### 1. WEBSITE SERVICES.

The Website helps to reach customers at retailer's shops for the product.

### 2. PAYMENTS.

#### 2.1. Fees

The Retailer shall pay the Company in their given advertising format.

FEATURE	OFFLINE	ONLINE
List your Store	1	Product-Unlimited
List your Product	Sheet-1	Sheet-Unlimited
List your Doctor	3 Nos	Unlimited
Fees	Free	Rs.1000(Validity Lifetime)

#### 2.3. Invoicing

The Retailer has to open an account at chasmamarket.com.The Company shall provide an  
invoice( All Data) to the Retailer within a few minutes in his account. The Retailer is also able to

see his listed store,his listed product,his listed doctor. The Retailer can update and delete whatever he has in his profile.

### **3. TERM AND TERMINATION.**

This Agreement having lifetime validity so there is completion of the Services, as described herein, But the Company may terminate this Agreement for any reason with fifteen (15) days notice to the Retailer. Upon such notice of termination, the Company will provide an invoice to the Retailer outlining all costs incurred to the point of such notice. Such costs shall be due and payable upon termination. The Company may withhold any deliverables pursuant to the Services until such payment is made in full.

### **4. PROVIDE CUSTOMER TO THE RETAILER(PROCESS).**

The website shall post all listed stores,listed product,listed doctor pursuant to the services. The customer gets a coupon of specific offer discount from our website and the website provides to the customer his nearest retailers store.The coupon is an offer discount price from the actual price of the product and also the Retailer will give Rs.100 cashback to the customer when the customer purchases any product from the shore. If any Retailers will not give cashback on the product then the company has rights to terminate retailers account and if any retailers product will not be shown in the website then Retailer will contact the company directly or mail to the company.

### **5. CHANGE IN SPECIFICATIONS.**

The Retailer may request that changes be made to the specifications, or other aspects of the Agreement and tasks associated thereto.

### **6. PROPRIETARY RIGHTS.**

The Retailer shall be the owner of all right, title, and interest in any product in the Website and the Services shall be deemed a Work Made For Hire in accordance with the Copyright Act, as amended from time to time. The Company acknowledges and agrees that the Website will contain valuable proprietary rights and disclaims all rights in such rights. The Company hereby assigns to the Retailer without further compensation all of its right, title, and interest in the Website and any and all related product rights thereto.

### **7. INTELLECTUAL PROPERTY WARRANTY(RETAILERS PRODUCT).**

The Company warrants and represents that it will not knowingly violate the intellectual property rights of any third party in its performance of the Services. The Retailer warrants and represents that any content provided to the Company to facilitate the performance of the Services shall not violate the intellectual property rights of any third party and shall indemnify the Company against any claim that results from the provision of such allegedly infringing content.

### **8. JURISDICTION AND VENUE.**

This Agreement shall be construed with and governed by the substantive laws of the State of [State]. Should any claim or controversy arise between the Parties under the terms of this

Agreement, such claim or controversy shall be resolved only in the state or federal courts located in India County, [State], and said state and federal courts for the State of [State] shall be the only appropriate jurisdiction and venue for such claim or controversy.

**9. NO WAIVER OR MODIFICATION.**

No obligation in this Agreement shall be deemed waived, nor shall any term be modified without a consent to such waiver or change signed by both Parties.

**IN WITNESS WHEREOF** the parties have caused this Retainer Agreement to be executed and delivered by their duly authorized representatives.

[RERAILER NAME]

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[NAME],

[TITLE]

DATE

[COMPANY NAME]

\_\_\_\_\_

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[NAME],

[TITLE]

DATE

[WITNESS NAME]

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//

[NAME],

[TITLE]

DATE