Affiliate Program Agreement

Earn Sustainable income by selling Sustainable solar solutions

THIS CONTRACT for Indiagosolar IGS Affiliate is executed on the \*……+ day of…………., 2016 at \*… +

BY AND BETWEEN:

**M/s. Global Vision Techengineering (P) Ltd. (Indiagosolar.in/Solarxchange.in)** company registered and existing under the laws of India and having its registered office at F 35, Lajpat Nagar 1, New Delhi - 110024 (the **“M/s. Global Vision Techengineering**

**(P) Ltd. (Indiagosolar.in/Solarxchange.in)”** or “First Party”, which expression, unless repugnant or contrary to the context or meaning thereof, shall mean and include its successors and assigns); and

 \*●+ (hereinafter referred to as the **“IGS Affiliate** ” or **“You”** or **“Second Party”,** which expression shall, unless excluded by or repugnant to the context thereof, include its successors and permitted assigns).

# WHEREAS

1. “**Indiagosolar”** is engaged in the business of providing Solar services including managing solar e market place through his website [www.Indiagosolar.in](http://www.Indiagosolar.in/) and offering solar products, projects & services online alongwith consultancy, engineering, finance & maintenance for grid-connected, off-grid standalone, rooftop & ground mounted Solar projects.
2. “IGS Affiliate Program” or the “Program” is a network marketing program in which independent IGS Affiliate earn Referral Rewards through lead generation, or referrals, either directly or through their team, for Indiagosolar residential & commercial Solar Energy business.
3. Through this agreement Indiagosolar is willing to extend to you the rights and benefits of participation in IGS Affiliate Program only upon the condition that you accept all of the terms contained herein and the agreement in its entirety, including, if applicable, the business entity registration form (note that the business entity registration form is applicable only if you are enrolling using a business entity such as a corporation, LLC, partnership, etc., rather than in your individual capacity). In order to complete the application process, you must indicate that you have read and agree to abide by the terms contained in the agreement.
4. In consideration of the right to participate in the Program and any benefits thereof, you agree to be bound by the IGS Affiliate Agreement and accept the Program as-is, including, without limitation, any flaws or defects in the website(s), and you waive any and all claims against Indiagosolar, its officers, directors, owners, employees and agents for any loss or damage arising from or relating to any such flaws or defects.

To become Indiagosolar IGS Affiliate, you must acknowledge that you have read, understood, and agree to adhere to these terms & conditions, including the attached exhibit to this agreement.

The terms and conditions of this agreement will be as follows:

# Defined Terms:

* 1. “IGS Affiliate Tool Kit” means a selection of Indiagosolar training materials, products kits and business support literature (including the Indiagosolar Solar IGS Affiliate Action Plan) provided to each IGS Affiliate by Indiagosolar.
	2. **“**Agreement” or “IGS Affiliate Agreement” collectively, these Terms & Conditions, the Policies & Procedures attached hereto, and the Indiagosolar IGS Affiliate Action Plan, in each case as may be updated from time to time. In case of a conflict between any of the forgoing, such conflict shall be resolved in the order of precedence in which the forgoing is listed herein.
	3. “Rewards Plan” means the system of rewards described in Section 6 of these Terms & Conditions, as may be updated from time to time by Indiagosolar.
	4. “Existing Customer” means a person or entity that (i) is currently a Indiagosolar Client, (ii) has been a Indiagosolar client at any time during the 6 months prior to a Referral, (iii) has been contacted by Indiagosolar during the 6 months prior to a Referral, (iv) has been contacted by any partner of Indiagosolar during such period of time as specified in any agreement between Indiagosolar and such partner, or (v) has been submitted by another IGS Affiliate or participant in any other Indiagosolar referral program.
	5. “High value Referral” means a high value Referral that meets all of the following conditions: (1) the referred customer has signed the Contract with IGS for installing Roof top ,solar Pump or solar water heater of value above Rs 80,000/- ,

(2) Indiagosolar has conducted a successful site survey and (3) a photovoltaic/thermal system has been installed and interconnected.

* 1. “Policies” means the Solar IGS Affiliate Policies and Procedures, attached hereto as Exhibit A and made a part hereof.
	2. “Referral” means a potential customer who is referred to Indiagosolar by IGS Affiliate.
	3. “Sales Contract” means any of the following Indiagosolar contracts: Capex, Solar Lease or Solar Power Purchase Agreement.
	4. “Indiagosolar IGS Affiliate Action Plan” or “Action Plan” means the document that Indiagosolar shall be issuing to you after execution of this agreement. The same shall be mutually agreed upon by both the parties.
	5. “Affiliated Party” means a shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.
	6. “IGS Affiliate” or “Indiagosolar IGS Affiliate” means a person or Business Entity that has entered into the Terms & Conditions and otherwise accepted the IGS Affiliate Agreement and that Indiagosolar has approved for participation the Solar IGS Affiliate program.
	7. “Business Entity” means a corporation, limited liability company, partnership or trust.
	8. “Customer” means a person who enters into a Sales Contract for Indiagosolar.
	9. “Household” means spouses, heads-of-household, and dependent family members residing in the same residence.
	10. “Official Indiagosolar Material” means literature, visual, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by Indiagosolar to IGS Affiliate.
	11. “Refer” means the act by IGS Affiliate of causing potential Customers to sign up for a free Indiagosolar consultation through such IGS Affiliate’s.
	12. “Referral Reward” means a payment made by Indiagosolar to IGS Affiliate in accordance with the Rewards Plan.
	13. “Social Media” means any type of online media that invites, expedites or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to, blogs, chat rooms, Facebook, MySpace, Twitter, LinkedIn, Delicious, and YouTube.
	14. “Terms & Conditions” or “IGS Affiliate Terms & Conditions” means the Indiagosolar Solar IGS Affiliate Terms & Conditions to which these Policies are made a part of.

# Program Requirements:

1. **Required Information**: Participation in the Program may require you to submit personal information about yourself and other parties (collectively “Users”), such as name and e-mail address, education, proposed investment, training requirement other details etc. Personal information may be used by Indiagosolar to contact Partners with regards to participation in the Program and receive communications from Indiagosolar.
2. **IGS Affiliate Requirements**: You must meet all of the following criteria to participate in the Program:
	1. You must be at least 18 years of age OR (if you are an entity) be an entity that is duly formed under the laws of India;
	2. You will pay any and all taxes applicable to the payments Indiagosolar makes to you;
	3. You will be responsible for any costs you incur in connection with your performance under this Agreement;
	4. You must not be an employee of Indiagosolar or an immediate family member of an employee of Indiagosolar. “Immediate family member” means spouse, domestic partner, parent, child, sibling, or any relation living in the same household.
	5. For government contracts, selected affiliate can only use our registered suppliers name after seeking explicit approval from Indiagosolar.in only.
	6. To create a long term sustainable solar business you should be willing to invest some minimum amount towards the fixed expenditure for setting up your solar affiliate business. The amount so spent will be used for providing regular training, marketing, branding, supply & logistics support to affiliates. Customized solar products kits especially devised to meet the area customer’s need will also be provided. In addition, Rs 25000/- will be taken as refundable security deposit .IGS will be facilitating all its affiliates with regular marketing, sales, educational & branding support . Further affiliate will be using brand of indiagosolar to fetch business contracts. The entire amount Rs. 25000/- shall be refunded on successful completion of 2 years.
3. **Referral Requirements:** To qualify as a “Referral”, an individual must not be an Existing Customer of Indiagosolar. Notwithstanding the forgoing or anything to the contrary herein, Indiagosolar shall make the determination as to whether and pursuant to what terms it will enter into a Sales Contract with any Referral.

# Independent Contractor:

IGS Affiliate is an independent contractor, and shall not be treated as an employee of Indiagosolar, or for any other reason. This Agreement is not intended to create any relationship of employee and employer or any Partnership, Joint Venture, Co-

Ownership, Limited Liability Company or other association between Indiagosolar and you. Nothing contained in this Agreement shall be construed to (i) give either party the right or power to direct or control the day-to-day activities of the other party or the other party’s employees or independent contractors, or (ii) allow you to create or assume any obligation on behalf of Indiagosolar for any purpose whatsoever.

Both parties acknowledge that you will in no case be entitled to coverage under Indiagosolar welfare, medical, dental plans; life or disability insurance plans, pension plans, stock plans (including, without limitation, restricted stock units, stock options or any other form of equity compensation). You will determine the method, details, and means of your performance to be carried out under the terms of the Agreement with mutual discussions with Indiagosolar.

# Effective Date:

Upon the date of execution of this Agreement, the Agreement shall become effective (the date of such effectiveness, the “Effective Date”). On and following the Effective Date, you may begin generating Referrals and enrolling IGS Affiliate into your Team as described in the Indiagosolar IGS Affiliate Action Plan.

# Rewards Plan:

The reward plan includes business development fee & sales margin for a successful referral and closure of sales. The sales margin is distributed in following manner.

|  |  |
| --- | --- |
| **Monthly Sales volume** | **Affiliate Monthly Commission** |
| Rs. 1 Lakh – 10 Lakhs | 6.00% |
| Rs. 10 Lakhs - 35 Lakhs | 7.50% |
| Above Rs. 35 Lakhs | 8.50% |

* 1. **Payment Process**: Payments shall be made only upon the conversion of a Referral to a closed sale transaction. Indiagosolar anticipates that payment will be made within 15 days after the conversion of a Referral to closed transactions. Notwithstanding the forgoing, a Referral must convert to a closed sales transaction within 4 months of the date of the Referral. Sales Contracts signed after the end of such 4-month period will not be eligible to generate a Referral Reward. Until further notice, Indiagosolar will pay Referral Rewards by direct deposit into your bank account.
	2. **Quarterly Targets:** You & Indiagosolar will mutually decide on quarterly targets which will serve to measure your performance& Rewards. The targets will be negotiated at the beginning of the financial year and once during the signing of the IGS Affiliate Agreement.
	3. **Sole Compensation**: The payment of a Referral Reward shall be IGS Affiliate’s sole compensation in connection with any Referral. In no case may IGS Affiliate claim compensation for a Referral under any other Indiagosolar program or partnership for a Referral made hereunder. For the avoidance of doubt, if IGS Affiliate receives payment for a Referral under another Indiagosolar program (howsoever such payment or Referral is defined under such other program), the IGS Affiliate shall not be entitled to a Referral Reward under this Program. Similarly, if IGS Affiliate receives a Referral Reward under this Program, the IGS Affiliate shall in no case be entitled to payment for such Referral under any other Indiagosolar program.

# Term; Termination of Agreement and Participation in Program:

1. **Term:**

The Agreement shall remain in effect and govern your participation in the Program from the date of effectiveness until such time as you or Indiagosolar terminates the Agreement for any reason or reasons as stated in this agreement.

# Termination:

* 1. Either party may terminate this Agreement with or without cause upon at least 15 days’ prior written notice, provided that Indiagosolar may terminate this Agreement immediately upon written notice to you of your material breach or if you take any action that Indiagosolar reasonably believes is detrimental to its reputation or to its goodwill or standing in the community.
	2. If Indiagosolar terminates your participation in the Program for cause, including, without limitation, due to your breach of any of the terms set forth in subsection iii. “Causes for Termination” below or due to a violation of any of the Policies &Procedures set forth in Exhibit A, you will forfeit all any unpaid Referral Rewards upon the termination date.
	3. If you terminate your participation in the Program voluntarily for any reason, if Indiagosolar terminates your participation in the Program without cause, or if Indiagosolar ends the Program, you will be compensated for any Direct Referrals and Team Referrals made prior to the date of such termination, but only to the extent such Direct Referrals and Team Referrals convert to Installed Referrals within 90 days of such termination. You will not be

compensated for any Referral following the end of such 90-day period, irrespective of whether such Referral subsequently converts to a Installed Referral.

* 1. Further, if Indiagosolar hires IGS Affiliate as an employee, such IGS Affiliate’s participation in the Program shall terminate upon the commencement of such employment, and such termination shall be treated as a termination without cause.
	2. If IGS Affiliate in your Team is terminated or departs the Program, Installed Referrals resulting from Referrals by the departed IGS Affiliate ’s Team will continue to accrue Referral Rewards to you at the same applicable rates and rules established prior to thedeparture of the relevant IGS Affiliate. Such terminated or departed IGS Affiliate’s Team, if any, shall remain intact, and there will be no “roll up” of the terminated IGS Affiliate’s Team as a result of such termination.

# Causes for Termination from Participation in Program:

Without limiting its right to terminate for cause due to other breaches (including violations of the Policies & Procedures), Indiagosolar expressly reserves the right to terminate your participation in the Program if you do, cause or engage in any of the following:

1. Violate applicable law including Intellectual property rights, Cyber Security Law.
2. Impersonate any person, or otherwise misrepresent a User’s identity.
3. Contractual or other legal restrictions on your ability to participate in the Program, including, by way of example, non- competition or non-circumvention provisions that would prohibit or restrict your participation in the Program.
4. Your non-compliance with any of the terms and conditions of the Agreement.

# Modifications:

Indiagosolar reserves the right to amend the Agreement, its prices, and any aspect of the Program in its sole and absolute discretion. By executing the IGS Affiliate Agreement, you agree to abide by all amendments or modifications that Indiagosolar elects to make. Amendments shall be effective 7 days after Indiagosolar notifies respective IGS Affiliate for any such modifications through email or any other mode of communication.

# Program Rules:

In addition to the other terms and condition set forth in the Agreement, the following rules apply to your participation in the Program:

* 1. Under no circumstances will you make fake representations or promises of any kind regarding Indiagosolar products or services. Indiagosolar will provide you with a reasonable amount of information regarding its products and services.
	2. If you make reference to Indiagosolar on a website, Facebook page, Twitter account or any other web enabled platform (the “Internet”) or online advertising platform, you represent to Indiagosolar that you own all of the content on such platform or otherwise have all rights necessary to present any content on such platform;
	3. You shall not promote Indiagosolar or the Program through any Internet site that contains pornography, obscenity, hateful or derogatory speech or is otherwise inappropriate;
	4. You must respect the spirit of the agreement by only referring real third-party individuals who meet the requirements of this Agreement. For example, you may not create multiple or fake accounts with client names or participate in the Program using multiple or fake email addresses or identities.
	5. Any attempt to deliberately damage or undermine the legitimate operation of the program may be in violation of criminal and civil laws and will result in disqualification from participation in the program. Should such an attempt be made, Indiagosolar reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

# Trademarks and Copyright:

During your participation in the Program, Indiagosolar grants you a nonexclusive, nontransferable, personal right to use the trademarks, logos and program marketing assets made available by Indiagosolar pursuant to the terms and conditions of the Agreement (the “Trademarks”).

1. **No Right, Title or Interest**: This Agreement does not grant to you any right, title, or interest in the Trademarks other than the rights specifically granted herein. You shall not use the Trademarks, or any part thereof, as part of your name or identity nor use any name or mark confusingly similar to the Trademarks, or otherwise utilize the Trademarks in a manner inconsistent with this Agreement.
2. **Authorized Use**: As an independent IGS Affiliate , you may use the Indiagosolar name in the following manner;

*IGS Affiliate ’s Name* **Independent Indiagosolar IGS Affiliate**

1. You may not use the name Indiagosolar in any form in your team name, a tagline, an external website name, your personal website address or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase Independent Indiagosolar IGS Affiliate to clearly separate your independent Indiagosolar business from Indiagosolar. For example, you may not secure the domain name [www.buyIndiagosolar.com,](http://www.buyIndiagosolar.com/) nor may you create an email address such as Indiagosolarsales@hotmail.com.

# Non-Compete:

The IGS Affiliate shall not, except with the Indiagosolar prior written consent, during the term of this agreement [and for a period of one year following the termination of this agreement, be involved directly or indirectly as the service provider or in the development, promotion, business, or sale of any services which compete with the services of Indiagosolar.

# Indemnities, Warranty and Disclaimer of Liability:

1. **Your Indemnity:** You agree to defend, indemnify and hold Indiagosolar and its officers, directors, shareholders, affiliates, employees and agents (each an “Indemnity”) harmless from and against any and all third party claims, actions, losses, damages, liability, costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements incurred by an indemnity in any action) arising out of or in connection with Your breach of any of the representations, warranties or obligations set forth in this Agreement.
2. **Indiagosolar’s Indemnity:** Indiagosolar agrees to defend, indemnify and hold You harmless from and against any and all third party claims, actions, losses, damages, liability, costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements incurred by You in any action) arising out of or in connection with Indiagosolar’s negligence or willful misconduct in connection with the breach of any of its representations, warranties or obligations set forth in this Agreement provided that You promptly notify Indiagosolar in writing of any such claim and promptly tender the control of the defense and settlement of any such claim to Indiagosolar at its expense and with its choice of counsel.
3. **Exclusion of Warranties:** Indiagosolar makes no warranties of any kind, whether express or implied, including but not limited to any implied warranty of merchantability, implied warranty of fitness of service for a particular purpose or the success of IGS Affiliate.
4. **Limitation on Liability Damages**: In no event shall either party be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or related to this agreement even if such damages are foreseeable and whether or not such party has been advised of the possibility thereof. Except for the payment of earned referral fees, in no event shall Indiagosolar be liable for any actual damages arising out of or related to this agreement even if such actual damages are foreseeable and whether or not Indiagosolar has been advised of the possibility thereof.

# General:

This Agreement shall not be amended except in writing and signed by an authorized representative of each Party and shall be binding upon all employees and agents of each Party as provided herein.

**POLICIES AND PROCEDURES**

# SECTION 1

**BECOMING IGS AFFILIATE**

# Solar IGS Affiliate Application & Terms & Conditions:

To become Indiagosolar IGS Affiliate, an applicant much agree, enter into, and submit the Terms & Conditions, and Indiagosolar must accept the applicant’s submitted Terms & Conditions.

# IGS Affiliate Tool Kits and Product Purchases:

Initially New Affiliate is required to purchase Indiagosolar products, sales aids kits, or to pay some charge to become IGS Affiliate. In order to familiarize new IGS Affiliate with Indiagosolar products, services, sales techniques, sales aids, and other matters, the Company may provide new IGS Affiliate with IGS Affiliate Tool Kit the amount paid so will be used towards training the affiliates, making right marketing strategies & supporting them by right product kits & field support.

# IGS Affiliate Benefits:

Once IGS Affiliate’s Terms & Conditions have been accepted by Indiagosolar, the benefits of the Rewards Plan and the IGS Affiliate Agreement are available to the new IGS Affiliate are as follows:

1. Refer potential Customers for Indiagosolar products and services;
2. Participate in the Rewards Plan (as set forth in the Terms & Conditions);
3. Sponsor other IGS Affiliate into the Indiagosolar business and thereby, build a Team and increase potential Referral Rewards under the Rewards Plan;
4. Receive periodic Indiagosolar literature, sales aids, and other Indiagosolar communications; 5. Participate in Indiagosolar- sponsored support, service, training, motivational and recognition functions, if applicable; and
5. Participate in promotional and incentive contests and programs sponsored by Indiagosolar for Solar IGS Affiliate.

# SECTION 2

**OPERATING Indiagosolar BUSINESS 2.1Advertising**

IGS Affiliate are strictly prohibited from doing following things without consulting with Indiagosolar,

* 1. Discourteous, deceptive, misleading, unethical or immoral conduct or practices.
	2. Creating marketing materials or advertising, attempt to respond to media inquiries regarding Indiagosolar
	3. Sending unsolicited commercial emails/ faxes unless such emails/ faxes related to Indiagosolar.
	4. Offering any Indiagosolar products at a price less than those offered by Indiagosolar.

# 2.2. Intellectual Property Rights

1. **Waiver of Claims**

IGS Affiliate waive any and all claims against Indiagosolar, its officers, directors, owners, employees, and agents that relate to or arise from Indiagosolar’s decision regarding the disposition of any team that develops below IGS Affiliate who has improperly changed lines of sponsorship.

# Trade Shows, Expositions and Other Sales Forums

Strictly subject to Indiagosolar’s prior written approval (which Indiagosolar may withhold in its sole discretion), IGS Affiliate may generate Referrals and promote the Indiagosolar opportunity at trade shows and professional expositions. Indiagosolar further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products or the Indiagosolar opportunity.

# Conflicts of Interest

IGS Affiliate shall not engage in any other business activities with any other party; having business in the same line (Horizontal or Vertical) as of Indiagosolar.

# Income Taxes

Each IGS Affiliate is responsible for paying taxes on any income generated as an Independent IGS Affiliate. Indiagosolar cannot provide IGS Affiliate with any personal tax advice.

# SECTION 3

**DISPUTE RESOLUTION AND GOVERNING LAW**

* 1. Any dispute, controversy or claim (“Dispute”) arising out of, relating to, or in connection with this Agreement, termination or validity hereof, shall initially be resolved by amicable negotiations among executives of the Parties and, if not resolved through such negotiations within 30 (thirty) days of written notice of the existence of such Dispute, be finally settled by arbitration under the Arbitration & Conciliation Act, 1996, as amended time to time, by sole arbitrator as appointed by Indiagosolar. The venue of arbitration shall be New Delhi and the proceedings of the arbitration shall be conducted in the English language.
	2. During the arbitration, the Parties shall continue to fulfill their respective obligations under the Agreement except for such obligations, which are the subject matter of the arbitration.
	3. The arbitral award shall be in writing, stating the reasons for the award, and shall be final and binding on the Parties concerned. The award may include an award of costs, including reasonable attorneys' fees and disbursements.
	4. The Agreement shall be governed by the laws of India. The parties irrevocably agree that the courts of Delhi shall have “exclusive” jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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| --- | --- |
| **IN WITNESS WHEREOF** the Parties hereby set theirrespective hands on the date first above written. Signed by | Signed by |
| For and on behalf of the**M/s. Global Vision Techengineering (P) Ltd. (Indiagosolar/Solarxchange.in)** | For and on behalf of the**“ ”(IGS Affiliate)** |
| Name:……………………………………. | Name:…………………………………………………… |
| Title :……………………………………… | Title :…………………………………………………….. |
| Address : ………………………………………….……………………………………………………………….. | Address : ……………………………………………………..………………………………………………………………… |
| Contact number: ……………………………………… | Contact number:………………………………………. |
| Email ID:…………………………………………………… | Email ID:…………………………………………………… |