

### **Letter of Engagement-Business Partner**

This letter of engagement is being issued by Kutumbh Care Networks Pvt. Ltd. (herein after called as Flexsure) to Vaghela Dipakbhai Bachubhai Resident of 905 Vankarvas Navagam , Kheda, GUJARAT 387540 to work with Flexsure as "Business Partner" (herein after called as "BP") on 04 day of Jul, 2020 for selling, promoting, distributing various products and services or providing different category of support services as being offered by Flexsure from time to time:

Engagement is as per the below terms & conditions –

- 1. The engagement between **Flexsure** & BP shall be on a principal-to-principal basis and shall not create any employee-employer relationship between the parties.
- 2. The BP shall perform services under this engagement as per the guidance or instructions of **Flexsure** authorised representative from time to time.
- 3. The Associate shall be readily available for performance of services within stipulated time as required by the **Flexsure** team.
- 4. The engagement of BP with Flexsure is purely on performance basis and payouts will be on successful and approved work done by the BP. Flexsure will have right to decide or modify from time to time the terms of performance and corresponding payouts. BP understands and agrees that there will not be any fixed amount of payouts by whatsoever name by Flexsure to BP for engagement, accordingly any claim of BP for payouts except based on the performance will not be accepted.
- 5. **Flexsure** agrees to share the BP a work assignment and monthly payout for all the services rendered as per the details mentioned in Annexure 1 on monthly basis or as and when any new product/service is rolled out by **Flexsure** in compliance with the norms laid down by the company.
- 6. The engagement relationship between **Flexsure** and BP for a period of 1 year from the date of issuing of this Letter of engagement. The period may be extended if both the parties agree to continue the engagement after 1 year in writing.
- 7. The cycle for all payout calculations will be from 1<sup>st</sup> to 30<sup>th</sup> of a month.
- 8. The cycle of payout release for every month shall be on or before the 15<sup>th</sup> of every month.
- 9. The payout shall be released to the BP via NEFT/RTGS subject to withholding Tax.
- 10. The BP shall provide all services hereunder as an independent entity and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof or to provide either party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party



- 11. The BP will be supported with all kinds of training & merchandizing material required to provide the services by **Flexsure**.
- 12. During the term of this engagement, any confidential information of **Flexsure** received by the BP its employees/personnel, under and by virtue of this engagement, shall be maintained in the strictest confidence and trust by the BP.
- 13. It is also clearly understood and agreed that the BP shall not use the name of **Flexsure** or its association with **Flexsure** in any communication or statement without the prior approval of **Flexsure**. In addition, the BP shall not make, cause or support any public/press statement referring to or containing **Flexsure**, its businesses or line of activity.
- 14. The BP shall ensure that all legal requirements pertaining to its operation and rendering of services are complied with including but not limited to various registrations and compliances as may be required. The BP undertakes and agrees to indemnify **Flexsure**, its employees, directors and other staff members for any action/penalty or other liability imposed by any agency/party for any violation of any laws, regulations, rules or norms by the BP or its employees/personnel/agents/representatives.
- 15. The BP shall indemnify **Flexsure** against any third-party claim, action, suit or proceeding resulting from the BP acts, omissions or misrepresentations under this agreement. The BP shall indemnify **Flexsure** for all losses, damages, liabilities and all reasonable expenses and costs incurred by **Flexsure** as a result of a final judgment entered against **Flexsure** in any such claim, action, suit or proceeding.
- 16. The BP shall ensure that the business and activities are conducted in such a manner that the reputation, status and goodwill of the company or the companies being represented by **Flexsure** is in no way adversely affected or compromised.
- 17. Flexsure & BP may terminate the engagement by giving the 7 days written notice without assigning any reason whatsoever. During the notice period and in the event of termination under this clause, the BP shall continue to honour all obligations arising out of this engagement up to the date of such termination. Further in case it is found that BP is engaged or involved or party to any act of breach of trust, fraud, other acts of similar nature, Flexsure will terminate the engagement of the said BP without giving any notice for termination of such engagement.
- 18. The BP will deliver the services exclusively with Flexsure during the engagement period.

| Name: | Signature |  |
|-------|-----------|--|



#### **ANNEXURE - I Work & Payout Structure**

**Presently Flexsure** has engaged the BP for activities related to onboarding of merchants as per the norms laid down by **Flexsure** & the principal company.

The monthly payout structure for performing above services will be as follows: -

- 1. The schedule is applicable for performance in a calendar month.
- 2. The definition of successful verified & validated merchant onboarding is that merchant who is successfully onboarded by entering the agency code of **Flexsure** in the agency code field and also this merchant does a transaction of minimum Rs. **1** at the time of activation.
- 3. The BP shall be paid Rs. for the successful, verified & validated onboarding of merchants in the calendar month through his mapped BP after deducting the insurance and TDS amount.

| Payout Structure For Senior Associate |                 |  |  |
|---------------------------------------|-----------------|--|--|
|                                       | Payout slab per |  |  |
| Count of Successful onboarding        | Onboarding      |  |  |
| 15 - 50                               | Rs 80/-         |  |  |
| 51 - 100                              | Rs 90/-         |  |  |
| More than 100                         | Rs 100/-        |  |  |

- 4. If the BP fails to achieve the month target of onboarding verified & validated merchants in the calendar month, he'll get payout in Proportionate ratio in terms of monthly target.
- 5. **Flexsure** may have special incentive from time to time which will be over and above of these payouts.
- 6. The MIS for successful merchant onboardings shall be shared by the **Flexsure** team from time to time as shared by the principal company and the data shared by the principal company shall be deemed as final & binding on all BP.

| I Vaghela Dipakbhai Bachubhai   | have          | read   | carefully          | and   | understood | in | detail | terms | & |
|---------------------------------|---------------|--------|--------------------|-------|------------|----|--------|-------|---|
| conditions of my engagement wit | h <b>Flex</b> | sure a | s <b>Busines</b> : | s Par | tner.      |    |        |       |   |

| Name: | Signature |
|-------|-----------|



| Role                                | Business Partner (BP)       |
|-------------------------------------|-----------------------------|
| Name                                | Vaghela Dipakbhai Bachubhai |
| BP ID                               | FOS16757                    |
| Mobile Number                       | 9558069413                  |
| City                                | Kheda                       |
| State                               | GUJARAT                     |
| Pin Code                            | 387540                      |
| PAN CARD No.                        | BAOPV0263K                  |
| Minimum Daily Productivity expected | <b>4</b> per day            |
|                                     |                             |
|                                     |                             |
| Deductions                          |                             |
| Insurance                           | Rs. 150 p.m.                |
| TDS                                 | @ 1% (as per applicability) |

For Kutumbh Care Networks Pvt. Ltd.

**Business Partner** 

# For Kutumbh Care Networks Pvt. Ltd.

## Authorized Signatory

(Authorised signatory) (Name & Signature)

Place: Noida Place:

Date: 06<sup>th</sup> Aug'20 Date:



### **Letter of Engagement-Business Partner**

This letter of engagement is being issued by Kutumbh Care Networks Pvt. Ltd. (herein after called as Flexsure) to Rathor Hardip Bakulbhai Resident of Jain Deraser Randhol Randhol , Bhavnagar, GUJARAT 364230 to work with Flexsure as "Business Partner" (herein after called as "BP") on 24 day of Jun, 2020 for selling, promoting, distributing various products and services or providing different category of support services as being offered by Flexsure from time to time:

Engagement is as per the below terms & conditions –

- 1. The engagement between **Flexsure** & BP shall be on a principal-to-principal basis and shall not create any employee-employer relationship between the parties.
- 2. The BP shall perform services under this engagement as per the guidance or instructions of **Flexsure** authorised representative from time to time.
- 3. The Associate shall be readily available for performance of services within stipulated time as required by the **Flexsure** team.
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- 10. The BP shall provide all services hereunder as an independent entity and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof or to provide either party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party



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- 15. The BP shall indemnify **Flexsure** against any third-party claim, action, suit or proceeding resulting from the BP acts, omissions or misrepresentations under this agreement. The BP shall indemnify **Flexsure** for all losses, damages, liabilities and all reasonable expenses and costs incurred by **Flexsure** as a result of a final judgment entered against **Flexsure** in any such claim, action, suit or proceeding.
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| Name: | Signature |  |
|-------|-----------|--|



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| I Rathor Hardip Bakulbhai have read | d carefully and | understood in de | etail terms 8 | & conditions |
|-------------------------------------|-----------------|------------------|---------------|--------------|
| of my engagement with Flexsure as I | Business Partne | er.              |               |              |

| Name: | Signature |
|-------|-----------|



| Role                                | Business Partner (BP)       |
|-------------------------------------|-----------------------------|
| Name                                | Rathor Hardip Bakulbhai     |
| BP ID                               | FOS16386                    |
| Mobile Number                       | 9054304281                  |
| City                                | Bhavnagar                   |
| State                               | GUJARAT                     |
| Pin Code                            | 364230                      |
| PAN CARD No.                        | DPSPR7063Q                  |
| Minimum Daily Productivity expected | <b>4</b> per day            |
|                                     |                             |
|                                     |                             |
| Deductions                          |                             |
| Insurance                           | Rs. 150 p.m.                |
| TDS                                 | @ 1% (as per applicability) |

For Kutumbh Care Networks Pvt. Ltd.

**Business Partner** 

# For Kutumbh Care Networks Pvt. Ltd.

## Authorized Signatory

(Authorised signatory) (Name & Signature)

Place: Noida Place:

Date: 06<sup>th</sup> Aug'20 Date: