

**INDEMNITY BOND**  
**GOBP GO-FRANCHISE AGREEMENT**

This GOBP GO-franchise is register on. \_\_\_\_\_ (“Effective Date”)

By and BETWEEN

**GENERICART MEDICINES PVT LTD**, an Indian Company, established under the Companies Act 2013, having its registered office at **“GENERICART HOUSE”, NEW SURVEY NO.224/2, OPP.RELIANCE PETROL PUMP, SANGLI-MIRAJ ROAD, BHOKARE COLONY, CHANDANWADI, MIRAJ, TAL-MIRAJ, DISTRICT-SANGLI, MAHARASHTRA-416410**, India (hereinafter referred to as the **“Company”** which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns)

**AND**

**MR/MRS.**\_\_\_\_\_, an individual (**PAN Card No:** \_\_\_\_\_)  
having its registered place of business at \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as **“GOBP GO-FRANCHISE”** or **“Online Business Partner”** which expression shall, unless the it be repugnant to the context or meaning thereof, include its successors and permitted assignees).

Company and Online Business Partner or GOBP GO-Franchise shall individually be called a **“Party”** and together the **“Parties”**.

## WHEREAS

- A. The Company is engaged in the business of development, marketing, selling, distribution and commercialization of generic medicines, cosmetics and other pharmaceutical products through various business models.
- B. The GOBP GO-Franchise is **“Online Business Partner”**.
- C. The Company hereby appoints the GOBP GO-Franchise to provide awareness generating services and assist in commercialization and marketing of the Company's products on the terms and conditions set forth herein (**“Services”**).
- D. This agreement and its terms govern the support provided by the GOBP GO-Franchise to the Company.

This Preamble, as well as the annexure attached to this agreement, are and shall always be treated as an integral part of this agreement

Now, in exchange of mutually agreed covenants, intending to be legally bound, the Parties to this Agreement agree as follows:

### 1. DEFINITION

- 1.1. **Defined Terms:** Capitalised terms used in this agreement shall have the meanings assigned to them hereunder.
  - a) **“Affected Party”** means the Party claiming the benefit of Force Majeure
  - b) **“Agreement”** shall mean all this Online Business Partner Agreement and any schedules annexed herewith.
  - c) **“Customer”** shall mean the end customer that has been on boarded by the Online Business Partner through his/her/its efforts on the Company platform to which the Company seeks to sell its products.
  - d) **“Customer Data”** means all data and information of the Customer received, stored, collected, derived, generated, or otherwise obtained or accessed by the GOBP GO-Franchise in connection with this agreement or performance of the Services.
  - e) **“Confidential Information”** means any information, program or data, disclosed in written, graphic, electronic or oral form, or by any other means, and whether directly or indirectly by the Company (the “Disclosing Party”) to the GOBP GO-Franchise (“Receiving Party”) whether before or after the date of this agreement, including, without limitation, information relating to the Company s’ business, business method, products, product formulations, research projects, Intellectual Property Rights, work in progress, designs, drawings and written copy, future developments, software and platforms, financial matters, financial information like earnings, profit and loss statements, customers, services, suppliers, processes, plans or intentions, know-how, design rights, trade secrets, market opportunities and/or business affairs.

- f) **“Intellectual Property Rights”** mean collectively and individually all right, title and interest in any patents, copyrights, trademarks, trade secrets, designs, drawings, drugs, written matter, discovery, creation, inventions, combinations, machines, methods, formulae, techniques, technology, processes, improvements, software designs, computer programs, confidential information, questionnaires, machine readable data and information and any other Intellectual Property Rights in whatever form, belonging to, owned by or licensed to the Company.
- g) **“GOBP GO-Franchise Participation Fees”** means the one-time non-refundable fees **Rs.\_\_\_\_\_/-** (In word: - \_\_\_\_\_) plus applicable Goods and Services Tax that shall be paid by the GOBP GO-Franchise to the Company for participation in this agreement and to be appointed as the GOBP GO-Franchise of the Company.
- h) **“Service Fees”** means the monthly earnings of the GOBP GO-Franchise linked to the purchases of the Customers through his/her/ its commercialisation efforts.
- i) **“Term”** shall have the meaning provided in Clause 4 below.
- j) **“Territory”** means the territory of India.

## 1.2. Interpretations

- a) The headings used in this agreement are for convenience only and shall not in any way and define or limit the scope of this agreement.
- b) In this agreement, where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.

## 2. SERVICES AND SCOPE

- 2.1. The GOBP GO-Franchise shall provide the Company the agreed Services on the terms and conditions mentioned hereunder.
- 2.2. The GOBP GO-Franchise shall spread awareness and correct information about the Company products amongst his/hers/their sphere of influence and use the company designated platform (website and/or app) to onboard Customers for the Company.
- 2.3. The Company shall then carry out the sale of Company products to such Customers. The GOBP GO-Franchise shall not, himself/herself/itself carry out sale of Company products or any other medical, pharmaceutical or any other allied products.
- 2.4. The Services that are to be provided to the Company are further elaborated in the Annexure I- Services, attached to this agreement.
- 2.5. The Parties agree that the Services shall be provided till the end of the Term, in accordance with the terms of this agreement and the Annexure executed hereunder.

All Services shall be performed as describes in the agreement and the Annexure and in a timely and professional manner consistent with industry best practices and highest professional and ethical standards.

### 3. CHANGES

The Parties acknowledge and agree that any and all changes, amendments or modifications to the Services and financial terms as detailed in Annexure I shall be mutually agreed between the Parties and shall be stated in writing. Such written recording shall be treated as an integral part of this agreement.

### 4. TERM AND RENEWAL

- 4.1. This agreement shall be in effect for a period of 5 years and shall be renewed automatically (life-time) after the expiration of the term unless either Party withdraws its consent to such automatic renewal. ("Term")

This agreement shall continue to be in effect during such Renewed Term/s till the expiry of the Renewed Term or Termination of this agreement.

### 5. PAYMENT TERMS

- 5.1. The GOBP GO-Franchise shall be entitled to receive Service Fees which shall be the compensation for his/her/its Services rendered under this agreement. The Service Fees shall be monthly and shall be calculated after deducting GST or applicable Govt. charges in the following manner :

	<b>RECRUITMENT BENEFIT AS PER DIFFERENT LEVELS</b>	<b>SALES INCENTIVE BENEFIT AS PER DIFFERENT LEVELS (Applicable for Generic Drugs Only)</b>
<b>(REFERRED BY OWN)</b>	-	25%
<b>LEVEL-1</b>	20%	6%
<b>LEVEL-2</b>	10%	5%
<b>LEVEL-3</b>	5%	4%

**For example:** if 200 customers are on boarded by the GOBP GO-FRANCHISE and the total sales price paid by each of them to the Company is Rs.1000/- in a month, then the Service Fees payable to the GOBP GO-Franchise shall be (e.g. **25% of 200\*1000 i.e. 25% of 2,00,000 = INR 50,000**)

- 5.2. Goods and Services Tax (GST) if applicable shall be paid by the Company at applicable rates in addition to the GOBP GO-Franchise Fees. The GOBP GO-Franchise shall forthwith pay that to the tax credit of the Company and shall provide a GST certificate to the Company evidencing such input tax credit.

- 5.3. The GOBP GO-Franchise shall raise an invoice for the Services on a monthly basis **(If GOBP GO-Franchise have a valid GST number)**. The undisputed GOBP GO-Franchise fees shall be paid to the GOBP GO-Franchise within 30 days of receipt of invoice from the GOBP GO-Franchise.
- 5.4. In the event the GOBP GO-Franchise fails to perform his duty of monthly outreach to Customers for re-orders/ purchases by the Company shall be entitled to with hold the payment of this Services Fees accrued, until such a time as the GOBP GO-Franchise recommences his duty of outreach to Customers.
- 5.5. Other financial and payment terms may be informed to the GOBP GO-Franchise in writing and consented to by the GOBP GO-Franchise and such terms shall be considered as a part of this agreement and continue to remain in effect unless revised by the Company.

## **6. DUTIES OF THE GOBP GO-FRANCHISE**

The GOBP GO-Franchise

- a) Shall spread correct and true awareness and information regarding the Company products which include but are not limited to generic medicines, pharmaceutical products, and other related products
- b) Shall every month or at such regular intervals as required by the Company reach out to the Customers on boarded by him/her/it, in order to help them re-order/purchase the Company products from the Company
- c) Shall be responsible to render Services to the Company in efficient and effective manner, as per the Company policies and instructions.
- d) Shall not in any manner spread any kind of false, wrong or unconfirmed information, data or research regarding Company products or other medical or pharmaceutical products, including products having alternate and therapeutically properties
- e) fulfil all legal and regulatory requirements and obtain and keep current all the necessary licenses, approvals and authorizations from all the requisite authorities, if any, carry out the compliant supply of Services;
- f) Shall promote, commercialize and market Company products and related services to prospective customers. For this purpose, the GOBP GO-Franchise shall use its entire business and personal network and shall take all possible efforts for commercialization;
- g) shall not in any manner give or take or promise any money, gifts, benefits (whether tangible or intangible) or in any manner solicit or try to solicit any Physicians, Doctors or Health Care Professionals to influence their opinions and recommendations regarding this Company products

- h) Shall provide such information to the Customers that is honest and is an accurate representation of the qualities of the drug;
- i) Shall not in any have quid-pro-quo arrangements in the form of gifts for personal benefits or free travel or vacations with the Customers;
- j) Shall be well-informed about the Company, its products and allied services, its competing product as well as about any other matter that might be necessary in conduct of his activities under this agreement.
- k) Shall always represent the Company and the Company Products in the best light to the customers. However, the GOBP GO-Franchise shall not under any circumstances make or admit, expressly or impliedly, any representations, warranties or claims of any nature relating to the Company or the Company Products nor shall the GOBP GO-Franchise assume obligations in the name of or on the account of the Company, except with the prior written consent of the Company.
- l) Shall in no manner represent him/her/ itself to be an employee, agent or officer of the Company to any third party or entity.
- m) Shall not bind the Company to any commitments that may have financial, legal or other implications to the Company without first taking express and clear authority in writing in that regard from the Company and shall not in any manner act as an agent of the Company but shall always and at all times act in the capacity of a third-party representatives of the Company.
- n) Shall not subcontract any of Services to any third Party or entity.
- o) Shall, in the event the GOBP GO-Franchise is not a natural person, upon the execution of this agreement appoint a designated point of contact (POC) with whom the Company shall carry out all communication and who shall primarily responsible for performing of Services under this agreement on behalf of the GOBP GO-Franchise. The contact details of such POC shall be provided by the GOBP GO-Franchise to the Company forthwith upon execution of this agreement.
- p) Shall not directly or indirectly pay, offer or authorize payment of anything of value (either in the form of compensation, gift, contribution or otherwise) to any person or organization employed by any governmental authority in respect of subject matter of this agreement or carry out any such acts and deeds that might amount to graft, corruption or bribery under applicable laws; and
- q) Shall be fully liable for any loss or damage caused to the Company due to its mistakes, omission, negligence, carelessness or delayed execution, or the total or partial non-performance of any of its obligations to Company.
- r) GOBP GO-Franchise is not allowed to sell any type of medicine. He can refer people for Generic Medicine & refer other people to join as GOBP GO-Franchise.

**7. DUTIES OF THE COMPANY**

The Company shall

- a) Inform the GOBP GO-Franchise about the Company, Company Products, the Company platform, its technical and scientific specifications and provide any such information to the GOBP GO-Franchise as may be required for marketing and commercialization of the Product.
- b) provide timely back-end support and related information to the GOBP GO-Franchise in order to enable him to perform his marketing and commercialisation activities including conduct of customer meetings, presentations etc.
- c) Pay to the GOBP GO-Franchise the invoices for all undisputed amounts in a timely manner.
- d) The company shall responsible for medicine availability, delivery/transport and after delivery collecting cash and product damages or reaction cases.

**8. NOMINATION**

- 8.1. In the event the GOBP GO-Franchise is an individual, the GOBP GO-Franchise shall appoint a nominee upon the commencement of this agreement and in the event of death or permanent disability of GOBP GO-Franchise, such nominee may select to continue this agreement and providing the Services mentioned under this agreement on the same terms and conditions stated hereunder.
- 8.2. In the event the nominee elects to discontinue /terminate this agreement, all the nominees accrued to the GOBP GO-Franchise prior to the death or permanent incapacitation of the GOBP GO-Franchise shall be released by the Company to the GOBP GO-Franchise within 45 (forty-five) days of the Company being informed by such nominee of the death of the GOBP GO-Franchise or being informed by the GOBP GO-Franchise about his/her permanent incapacitation.
- 8.3. In the event of permanent incapacitation and provided the GOBP GO-Franchise is not mentally incapacitated, the GOBP GO-Franchise shall consent on record for this agreement to transferred and continued by his/her nominee.

**NOMINEE NAME:** - \_\_\_\_\_

**RELATIONSHIP:** - \_\_\_\_\_

**NOMINEE SIGNATURE:** - \_\_\_\_\_

## **9. TERMINATION**

### **9.1. Termination for cause by Company**

The Company shall have a right to terminate this agreement forthwith on the following grounds:

- a) gross negligence, wilful misconduct or default in carrying out the duties or obligations of the GOBP GO-Franchise; or
- b) the GOBP GO-Franchise intentionally engages in any conduct which in his knowledge is contrary to the interests of the Company; or
- c) the GOBP GO-Franchise is guilty of fraud, embezzlement, theft, commission of an offence involving moral turpitude, ethics violation, bribery and corruption or proven dishonesty, in the course of his engagement with the Company; or
- d) the GOBP GO-Franchise has committed material breach (whether by one or several acts or omissions) of the clauses relating to Duties of the GOBP GO-Franchise (clause no 6), non-compete and non-solicit obligations (clause no 11), confidentiality (clause no 12), and intellectual property rights (clause no 13) under this Agreement and has failed to rectify the same within a period of 15 (fifteen) days of receiving notification in respect thereof from the Company; or
- e) The GOBP GO-Franchise is adjudged insolvent or applies to be adjudged an insolvent or makes any compromise or arrangement with his creditors.

### **9.2. Termination for cause by GOBP GO-FRANCHISE**

The GOBP GO-Franchise may terminate this agreement upon giving a one (1) months' notice of termination in writing to the Company in the following events:

- a) the Company fails to pay the GOBP GO-Franchise any undisputed payments in accordance with clause no 5 governing Payment Terms and such failure continues for a period of 45 (forty five) days from date of notice; or
- b) The Company enters compulsory liquidation proceedings.

### **9.3. Termination without Cause**

Either shall be entitled to terminate this agreement without cause by serving to the

- a) other Party a written notice of 1 (one) month specifying their intention to terminate.

- 9.4. The expiration or termination of this agreement shall not affect those rights or obligations of the Parties which are intended to survive the agreement with respect to Confidential Information, Representations and Warranties, Intellectual Property Rights and Non-solicitation and Non-compete.



**10. EFFECT OF TERMINATION**

- 10.1. Upon termination or expiry of this agreement, The GOBP GO-Franchise shall immediately deliver to the Company any/all such Confidential Information and Confidential Material, including the documents, records of transactions, information data or any other material physical embodiments thereof, as well as all Company property in his possession or control including but not limited to booklets, brochures, documents, files, pen drives, hard drives, laptop, tablet, software, phone, visiting cards, business attire and any other property that may bear the logo of Company or may be in the ownership/in hire of the Company;
- 10.2. In the event the GOBP GO-Franchise fails to hand over such Company property to Company or its authorised representative at the time mentioned above, Company at its discretion, shall reserve and withhold payment of the full and final GOBP GO-Franchise Fees well as any other dues owed or a part thereof, by Company to the GOBP GO-Franchise, until such a time as the GOBP GO-Franchise hands over the possession of all Company property to the authorized representative of the Company.

**11. NON-COMPETE AND NON-SOLICITATION**

- 11.1. The GOBP GO-Franchise shall not in any manner take up employment with, collaborate or enter into a joint venture with, or in any manner render services to a direct competitor of the Company, during the term of this agreement and for a period of 1 months after its termination, except with the prior written consent of the Company.
- 11.2. The GOBP GO-Franchise shall not during the term of this agreement and for a period of 1 (one) year after its termination or expiration, solicit, poach, attempt to solicit or poach, any customer, vendor or employee of the Company or in any manner encourage them to either terminate relationship with the Company.

**12. CONFIDENTIALITY**

- 12.1. Confidential Information shall be treated by the GOBP GO-Franchise as strictly confidential and shall not be disclosed by it to any third Party or entity, except those of its directors, officers and employees who have a need to know such information and who are contractually bound to confidentiality.
- 12.2. Confidential Information shall not include any information which
  - a. Is previously known to the GOBP GO-Franchise, as proven by its records or;
  - b. Is or becomes publicly available through no fault of the GOBP GO-Franchise or;
  - c. Is received by the GOBP GO-Franchise through a third Party not prohibited from disclosing the same or;

- d. Is required to be disclosed under any order, law, rule or directive to any court or regulatory or governmental authority. Provided however that such disclosure is limited to the minimum extent as permitted by law and the GOBP GO-Franchise informs the Company of such anticipated disclosure by an advance notice of at least 15 (fifteen) days.
- 12.3. The GOBP GO-Franchise shall not use the Confidential Information in any other manner (including but not limited to unapproved commercial or business activities) except to fulfil its obligations under this agreement.
- 12.4. A breach of the terms of Confidentiality as stated herein shall be considered to be a severe breach of this Agreement and may result in forthwith termination of this agreement, amongst other legal remedies.
- 12.5. The Confidentiality Obligations stated in this clause shall remain in effect for a period of 5 (five) year (s) even after the termination or expiration of this agreement.

**13. INTELLECTUAL PROPERTY**

- 13.1. All Intellectual Property Rights, Confidential Information and technology related to the Company and Company Products belong solely to the Company and the GOBP GOBP GO-Franchise shall no right, interest or claim in the same.
- 13.2. The GOBP GO-Franchise hereby acknowledges and agrees that no license in any Intellectual Property of the Company is given to it by the Company by the virtue of this agreement. The GOBP GO-Franchise shall not use the trademark, design, logo, copyrighted content or any other mark of the Company on in any manner, except without the written consent of the Company.
- 13.3. The GOBP GO-Franchise agrees that at the time of termination or expiration of this agreement, the GOBP GO-Franchise will immediately deliver to Company or its representative (and not keep in the possession, recreate or deliver to anyone else) any and all devices, records, data and notes and other correspondence or documents and property of Company, or reproductions of any aforementioned items otherwise belonging to Company.
- 13.4. The GOBP GO-Franchise shall immediately notify Company of any apparent infringement of or challenge to any such Intellectual Property Rights which may come to the knowledge of the GOBP GO-Franchise. The Company, in its sole discretion, may take all actions it considers appropriate in respect of any alleged infringement, challenge, claim or otherwise relating to any such Intellectual Property Rights at its own cost, including taking over the defence/action in connection with any alleged infringement of Intellectual Property Rights. The GOBP GO-Franchise shall cooperate with Company in this regard.

**14. REPRESENTATIONS AND WARRANTIES**

14.1. The Company represents and warrants to the GOBP GO-Franchise that:

- a) It has the legal right and authority to enter into this agreement and is not barred by any agency or authority in or outside the Territory to enter into this agreement;
- b) All the information and disclosures made in respect to this agreement are true and accurate;
- c) It has taken all necessary authorizations and approvals for the purpose of execution of this Agreement

14.2. GOBP GO-Franchise represents and warrants to the Company that:

- a) It has legal right, authority and authorization to enter into the agreement and to provide the Services as required by the Company
- b) Services provided by the GOBP GO-Franchise are not in violation of any laws or regulation(s) in force;
- c) it possesses the expertise to carry out all its obligations under this agreement and agrees that it shall use all of its capabilities to render Services to the Company;
- d) All the information and disclosures made in respect to this agreement are true and accurate;
- e) It has taken all necessary authorizations and approvals for the purpose of execution of this agreement;
- f) no action or complaint in any criminal matter is pending against it under any law for the time being in force;
- g) exists no conflict of interest, which could prevent the GOBP GO-Franchise from acting in the Company's best interests;
- h) will perform the Services in a timely, professional, and workmanlike manner and with a degree of quality equal to or higher than applicable industry standards;
- i) the Services provided under this Agreement are not in violation of any applicable Laws and undertakes to provide Services in accordance with this agreement;
- j) Has not entered into any agreement with any other person or entity which is currently in force and which prohibits such Party from entering into this agreement or performing its obligations stated hereunder.
- k) Neither the Services, nor any element thereof, will infringe the intellectual property rights of any third party or be subject to any restrictions or to any liens, security interests, encumbrances, or encroachments.

**15. DATA PROTECTION**

15.1. The GOBP GO-Franchise shall provide the Company the agreed Services on the terms and conditions mentioned hereunder.

- 15.2. The GOBP GO-Franchise acknowledges and agrees that in the course of provision of Services under this agreement, the GOBP GO-Franchise may gain accesses to Personal Data/Information and Sensitive Personal Data/Information (Protected Information) of the Customers of the Company who are individuals.
- 15.3. The GOBP GO-Franchise shall always and at all-time keep all such Protected Information confidential and secure and shall not at any in any manner store such Protected Information in any manner nor share or sell it to any third party or entity, whether for monetary gains or otherwise.
- 15.4. The GOBP GO-Franchise acknowledges and agrees that all such Protected Information belongs to the Company and has been and shall continue to be used stored and used by the Company in accordance with Data Protection Laws and policies. In the event the Company shares any such Protected Information with the GOBP GO-Franchise for the purposes of outreach by the GOBP GO-Franchise to the Customers, the GOBP GO-Franchise shall use it only for the purpose and within the limitations as stated by the Company.
- 15.5. GOBP should add customer to his online portal only after taking consent and confirmation from customer/ patients.
- 15.6. **Genericart Medicine Pvt Ltd** is not directly or indirectly responsible for any data updated by GOBP - without consent of customer.

## **16. INDEMNIFICATION**

The GOBP GO-Franchise covenants and agrees with the Company that the GOBP GO-Franchise shall assume sole and entire responsibility for and indemnify and save harmless the Company from any and all claims, liabilities, losses, expenses, responsibility and damages by reason of any claim, proceedings action, liability or injury arising out of the GOBP GO-Franchise acts or omissions in relation to provision of Services under this agreement.

## **17. LIMITATION OF LIABILITY**

- 17.1. In no event will any Party be responsible to the other for any indirect damages (including loss of profits or loss or opportunity), incidental, punitive or special damages arising in contract or tort or any other law incurred by the other Party in the course of this agreement.
- 17.2. The total liability of the Company on all claims of any kind, whether based on contract, law, indemnity, warranty, tort (including negligence), and strict liability or otherwise, resulting from this Agreement, its performance or breach, or from any services covered by or furnished under or in relation to this agreement, shall in no case exceed an amount equal to Rs.1000/-.

## **18. FORCE MAJEURE**

- 18.1. A Party shall not be liable to the other Party if, and to the extent, that the performance of any of its obligations under this agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of that Party, including, but not limited to, circumstances such as change in legislation, fire, flood, explosion, pandemic, act of God, war, riot, terrorist activities, strike, lockout and/or act of government (Force Majeure). The Party affected by Force Majeure shall promptly notify the other Party in writing, and provide full particulars of the event of Force Majeure keep the other Party informed of any further developments. The Party so affected shall use its commercially reasonable efforts to overcome the Force Majeure event.
- 18.2. On the occurrence of Force Majeure, the Affected Party shall be excused from performance of its obligations (other than payment obligations) to the extent performance of such obligations is affected by Force Majeure.
- 18.3. In the event a Force Majeure event continues for a period of 30 days the non-affected Party may terminate this agreement by written notice to the Affected Party in without any liabilities other than those that may have arisen before the Force Majeure taking place.

## **19. GOVERNING LAW AND DISPUTE RESOLUTION**

- 19.1. This agreement and all rights and obligations arising hereunder shall be governed by and construed in accordance with the laws of India.
- 19.2. Subject to the sub clause above, the Parties hereby submit to the exclusive jurisdiction of the civil courts at Miraj, India, to here and determine any disputes arising hereunder.

## **20. MISCELLANEOUS**

- 20.1. **No Relationship:** The Parties are entering into this agreement on a principal-to-principal basis only and that this agreement does not connote any relation such as that of an agent, employee, etc. amongst the parties herein.
- 20.2. **Counterparts:** This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 20.3. **Notice:** Any notice or notification in connection with this agreement shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to the Company or the GOBP GO-Franchise at their respective addresses mentioned hereinabove or to such other address as the concerned party may inform the other party in accordance with the provisions of this clause.

- 20.4. **Waiver:** No modification, amendment, supplement to or waiver of this agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by the Party against whom enforcement thereof is sought.
- 20.5. **Entire Agreement:** This agreement together with all Appendices, Schedules, Scope of Work, Annexure, Attachments and addendum attached hereto from time to time constitute the entire agreement between the Parties and supersedes all and any previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.
- 20.6. **Severability:** The Parties acknowledge that if any provision of this agreement is unenforceable in any respect, such unenforceability shall not affect any other provisions of this agreement and this Agreement shall be construed as if such unenforceable provision had never been contained herein.

In witness whereof each party has executed this agreement on the dates written below:

**For GENERICART MEDICINE PVT LTD**

**For GOBP GO-Franchise Owner Name**

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

**Authorized signatory**

**Authorized signatory**

**Witness 1**

**Witness 1**

Signature:

Signature:

Name :

Name :

Address :

Address:

**ANNEXURE - I**  
**ROLES AND RESPONSIBILITIES OF GOBP GO-Franchise**

**PRE-AGREEMENT**

✚ **Criteria for selecting GOBP GO-Franchise**

- No investment for the shop
  - Should have good communication skills
  - Has to have a good positive record at his workplace
  - Should not be involved in any illegal matters
  - Has to have good contacts
  - Has to have good counseling skill
  - Has to have a good command over local vernacular
  - Age group should be from 18 years to no age group barrier
  - Non Pharma background & sales oriented person will be preferred
  - Prospect should be of same city with residence more than 10 years
- 
- **GOBP GO-Franchise area location**  
No area restriction for client base.
- 
- **Complete all the GOBP GO-Franchise KYC document formalities and GOBP GO-Franchise requisition form duly signed.**
    - 1) GOBP GO-Franchise fee Rs. \_\_\_\_\_/- (In word: - \_\_\_\_\_) + GST
    - 2) Online Registrations Form (**GOBP GO-Franchise**)
    - 3) Documentation (Agreement, Rs.100/- Bond, ID Doc & 2 Colour Photo)
    - 4) Bank details (Passbook/Cheque)
    - 5) E-payment from
    - 6) Resume
- 
- **Duly Signed Hard GOBP GO-Franchise Agreement copy**

## **POST AGREEMENT**

- **GOBP GO-Franchise Training**

After completing the documentation process GOBP GO-Franchise owner to take for proper one day training where the prospective GOBP GO-Franchise owner will get detailed training about client management, mobile application and portal.

- **Client Selection**

The client should be taking the medicine daily basis.

- **Customer connect :**

It is necessary to connect the customer from his/her primary market (friend & relatives)

- **Follow up:** Remainder call to client for purchasing medicine.

- **Trackers:** Monthly follow-up of client.

- **Checking purchase order:** Check whether customer order has been created or not

- **New requirement :** find out new requirement of medicines through customer connect

- **Awareness:** creating awareness about the new updated product list provided by the company on web portal time to time.

- **Payment:** After generating the medicine order, assure whether the payment for the same has been done on immediate basis on **GENERICART MEDICINE PVT LTD** Bank Account.