



Ginkgo Partner Program

# Partner Agreement

## **1. PARTIES**

This Partnership Agreement (the *Agreement*), dated as of \_\_\_\_\_, is between Ginkgo Retail, and \_\_\_\_\_, having a place of business at \_\_\_\_\_. The parties agree as follows:

## **2. LEVEL OF PARTNERSHIP**

After the date that has been established on Article-1, PARTNER and GINKGO will be at the partnership level. The partner will be treated as INACTIVE or ACTIVE (Affiliate or Advocate) as per the below mechanics:

If the partner achieved the target of onboarding 4 merchants/sellers with Ginkgo, the partner will be considered an active (Affiliate/Advocate) partner. If the number is not achieved, the partnership status will be deemed inactive at the end of the term agreed in the agreement.

## **3. SUBJECT AND PURPOSE OF THE AGREEMENT**

Through this agreement, following accepting certain obligations and committals (Article-9) PARTNER will provide GINGKO products and services to companies with which the PARTNER has a business relationship or will have a business relationship in the future.

## **4. AGREEMENT VALIDITY PERIOD**

This agreement has been undersigned on the date stated in Article 1 and shall be valid for 1 (one) year after that date.

## **5. AGREEMENT TERMINATION AND FORCE MAJEURE**

**5.1.** The agreement shall be terminated automatically after the period stated in this agreement unless otherwise stated by the parties.

**5.2. Force Majeure:** In evolving situations beyond the control of the parties, including but not limited to natural disasters, fire, governmental activities, war, etc., one party or both parties may suspend their obligations arising from this agreement temporarily or may if the force majeure should persist for a duration of 30 (thirty) days, may terminate the agreement without being subject to any compensation. The rights and claims of the parties prior to the termination shall remain unaffected.

## **6. CONFIDENTIALITY POLICY**

**6.1. Proprietary Information** means all the information that is not public knowledge and is viewed as the holder's property. This includes any useful formula, plan, code, software, application, pattern, process, service, program, tool, technique, mechanism, compound, or device that is not generally known or readily ascertainable by the public.

GINKGO may enter into an agreement with any type of agency and Technology Company within the framework of mutual obligations and commitments under the name of "GINKGO PARTNER PROGRAM". Hence, the term **PARTNER** refers to an agency, digital provider or any kind of business entity signing this agreement to partner with GINKGO

**6.2.** GINKGO pledges to keep all the information regarding PARTNER safe and confidential. In this regard, GINKGO agrees; (a) to use other party's Proprietary Information only for its consideration internally of a business relationship or transaction between the parties but not for any other possible goal, (b) to maintain the Proprietary Information as confidential, and practice reasonable precautions to prevent any unauthorized access and use, (c) not to disclose the Proprietary Information to any third party through written, verbal or electronic documents.

**6.3.** PARTNER pledges to keep all the information regarding GINKGO safe and confidential. In this regard, PARTNER agrees; (a) to use other party's Proprietary Information only for its consideration internally of a business relationship or transaction between the parties but not for any other purpose and (b) to maintain the Proprietary Information as confidential, and exercise reasonable precautions to prevent any unauthorized access, use or disclosure, (c) not to disclose the Proprietary Information to any third party through written, verbal or electronic documents.

## **7. COMPELLED DISCLOSURE**

These restrictions will not avoid either party from complying with any law, regulation, court order, or other legal requirements that purports to compel disclosure of any Proprietary Information. The parties are obliged to clearly notify one another upon learning of any such legal requirement and cooperate with each other in the practice of its right to protect the confidentiality of the Proprietary Information before any tribunal or governmental agency.

## **8. REMEDIES**

Regarding the special nature of the Proprietary Information, the parties agree that any breach or threatened breach of this Agreement will lead to not only financial harm to GINKGO but also irreparable harm for which money damages will not be an adequate remedy. In this sense, GINKGO shall be entitled, in addition to any other legal or equitable remedies, to an injunction or similar equitable relief against any such actions, as to breach or to threaten breach, without the necessity of posting any bond.

## **9. GINKGO PARTNER PROGRAM MODEL**

GINKGO, under the name of “GINKGO PARTNER PROGRAM,” agrees with agencies under the obligations and committals. GINKGO, levels the agencies, agreed under “GINKGO PARTNER PROGRAM” according to Article-2 and applies the obligations and committals stated in Article-11. With this agreement, both parties accept their obligations and committals stated for the agreed partnership level.

## **10. GINKGO PARTNER PROGRAM FEE**

GINKGO PARTNER PROGRAM fee is 0 PKR for the first year and will remain as 0 PKR during the following years.

## **11. OBLIGATIONS AND COMMITMENTS OF THE PARTNER**

**11.1.** PARTNER is obliged to fill in and complete the form on the website: <https://ginkgoretail.com/partners/>

**11.2.** With this agreement, PARTNER accepts to sign the privacy agreement of GINKGO, to keep all the private information confidential, and take any necessary measurements regarding the privacy and the perpetuation of these measurements.

**11.3.** With this agreement, PARTNER is to provide at least 1 sales expert and/or 1 software expert/developer who will join GINKGO sales and technical training continuously when GINKGO requests.

**11.4.** With this agreement, PARTNER accepts to include their marketing kits a slide or one page of content that includes the products of GINKGO

**11.5.** With this agreement, PARTNER is required to create and follow an action plan with GINKGO at the beginning of every year.

## **12. OBLIGATIONS AND COMMITMENTS OF GINKGO**

**12.1.** With this agreement, GINKGO accepts to pay percentage the monthly invoice amount/monthly subscription fee to PARTNER as commission fee according to the below structure:

<b>Plan</b>	<b>Earnings for non-active partner</b>	<b>Earnings for Ginkgo Affiliate</b>	<b>Earnings for Ginkgo Advocate</b>
<b>SAAS</b>	A commission equal to 3% of the merchant's monthly subscription fee will be given at the time of signup as the first payment	A commission equal to 5% of the merchant's monthly subscription fee will be given at the time of signup and the first payment	A commission equal to 7% of the merchant's monthly subscription fee will be given at the time of signup and the first payment
	3% of the monthly subscription fee agreed with the customer will apply from the 2nd month to the 11th month	5% of the monthly subscription fee agreed with the customer will apply from 2nd month onwards until the partner status remains Affiliate	7% of the monthly subscription fee agreed with customer will apply from 2nd month onwards until the partner status remains advocate
	3% of the monthly subscription fee agreed with customers will apply from the 2nd year till the end of the year (12 months). After this period, no payouts will be made if the non-active status remains.		
<b>Enterprise</b>	One-time commission: 10% of the project value		

**Terms and Conditions:**

All leads must be documented officially via forms and must be in the record.

In order to uphold the **Affiliate** status, the partner must accomplish the target of maturing 4 clients in a year. The year will be considered as 12 months. If the target is not met by the end of the year, the **Affiliate** status will be revoked and the partner will be considered inactive.

In order to uphold the **Advocate** status, the partner must accomplish the target of maturing 10 clients in a year. The year will be considered as 12 months. If for an **Advocate** partner, the target is not met by the end of the year, the **Advocate** status will be revoked and the partner will be considered **Affiliate**. After the subsequent year, if the partner does not fulfill the conditions of being an Affiliate i.e. 4 accounts, the status will become inactive.

The treatment of partner as **Inactive, Affiliate, and Advocate** will be on a ‘become as you achieve’ basis i.e. on the onboarding of 1<sup>st</sup> account, the partnership will initiate and the inactive status will be made **Affiliate** when 4<sup>th</sup> account is onboarded within the same year. Similarly, the partner will be promoted to **Advocate** status when the count reaches 10 within the same year. On acquiring the advocate status, the respective commission structure will apply to all the accounts till the status upholds.

The partner will only be granted a commission for net new accounts and the original lead must have been submitted by the partner. The merchant/client must have not yet been in contact with the GINKGO team directly at the time of submission.

The commission shall be disbursed monthly as long as the merchant remains a paying GINKGO customer and the partner remains active.

The commission payment will stay dependent on the value of the merchant's subscription fee and will increase/decrease accordingly

**12.2.** With this agreement, GINKGO is obliged to provide the benefits below to the PARTNER in accordance with the partnership level between parties.

MARKETING
Marketing tools (presentations, research, case analysis, etc.)
Promotional kit (manual Branding, PR templates, logo usage etc.)
Take place in the partner list of the GINKGO website (logo, contact information etc.)
Joint webinar, experience video, case study
Joint public relations work and effective communication (e-mail marketing, inclusion in the written press etc.)
Free participation at invitations and seminars held under the sponsorship of Ginkgo

Market development funds (if GINKGO and the AGENCY agree)
<b>SALES</b>
Initial sales resources (sales presentations, demos studies, sample agreements, etc.)
Mutual sales meetings with the GINKGO sales team
Action plan and business development support for market entry

<b>TECHNICAL/SALES SUPPORT &amp; TRAINING</b>
Regular sales strategy and technical training
Attendance to Insider GINKGO Program organizations, parties and seminars
Access to webinars regularly organized by insider
Experiencing the beta version of new products or product updates
Support and training specially created for requirements and partners
Special representative/manager for partners

### **13. PAYMENT OBLIGATIONS OF PARTIES**

With this agreement, GINKGO shall invoice the PARTNER/END CLIENT. The PARTNER/END CLIENT agrees to pay the monthly amount billed by GINKGO within 30 days after the invoice date. GINKGO accepts to pay the invoice ratio (commission fee) of the monthly-billed amount stated in Article-12.1 within 45 days.

### **14. APPROVAL AND ENFORCEMENT**

This agreement is binding and valid for each party following the filling out and undersigning “GINKGO PARTNER PROGRAM AGREEMENT” and it shall be construed and enforced in accordance with Pakistan Law for the resolution of disruption arising from the execution of this agreement.

This agreement shall not be assigned by either party without the written consent of the other party.

All notices under this agreement shall be in writing and sent by facsimile or first-class registered or recorded delivery post to the party being served at its address specified above or at such other address as may be notified in writing to the other party from time to time and marked for the attention of that party’s signatory of the Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

This agreement shall continue in force from the date hereof until terminated by mutual consent or by either party giving to the other party not less than one month's prior written notice. The provisions of Article 13 shall survive any such termination.

The foregoing Articles comprise the entire agreement between the parties and supersede any prior oral or written agreements, and commitments, understandings, or communications with respect to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as a sealed instrument, effective as of the date and year have first written above.

For and on behalf of **GINKGO**:

For and on behalf of the **PARTNER**:

Date:

Date:

Name: Obaid Arshad

Name:

Title: CEO

Title: CEO

Signature

Signature