

To,
Lumbini Tech Consultant Services Pvt. Ltd.
Butwal, Rupandehi Nepal

Ref: Mr. Vivek Bhushal

Sub: Offering for Local Dealership of Nimble OfficeHRM product for Rupandehi Area

Dear Mr. Bivek,

This is reference to above and our earlier discussion about dealership for Rupandehi area. It is our pleasure to have opportunity to provide proposal of dealership for **Nimble Office HRM** software which deals with complete office automation including HRM, Payroll, Attendance, Leave, Performance Appraisal, Recruitment, Task Management, Project Management, Time Management, Travel and Staff Advance, Fixed Asset and Inventory, CRM including many MIS Modules. Here, we are offering the Local Dealership to your company with mentioned terms and conditions.

Terms & Conditions

Profit Sharing Terms

1. Dealer sales commission will be one time 10% of total software cost for referral case.
2. Or the sales commission will be one time 15% of total software cost, if all process including referral (sec. 1), marketing, demonstration, dealing and agreement will be done by Dealer.
3. Installation, software implementation, training and support commission will be extra 10% of total software cost (applicable only if all these services will be provided by the Dealer).
4. The Annual Maintenance/Service Charges (AMC) will be yearly 25% of total AMC Cost.
5. Nimble also provide cloud hosting facility to its clients, in such case the server using cost will be defined based on software usability and hardware requirement for the client. In this case 10% of total hosting cost will be provided to Dealer as commission on every renewal of hosting service.
6. Customization charge (if require) will be defined after analyzing the requirements and level of customization required. Major customization will be payable by client on separate calculation.
7. AMC includes online support, visit, trainings, required reports updates and updates in software.
8. AMC will be applicable after one year of software installation.
9. AMC from client will be charged on beginning of AMC contract period. And AMC cost will be paid to Dealer on quarterly basis at the end of every quarter.

Both Party Binding Terms

10. Minimum software selling cost will be provided to Dealer in time to time. Dealer effort shall be sell the products in higher cost as much as possible.
11. Agreement and Billing to clients will be done from Nimble Infosys.
12. Dealer will raise bills to Nimble Infosys on monthly basic to claim the eligible commission amount.
13. Nimble Infosys will set the periodic target on medium of No of Clients, Coverage Area and Volume of Business to the Dealer. Dealer responsibility shall be fulfill the minimum target. Continuous not meeting of target can be termination of contract or revision contract terms in profit sharing or binding basis.
14. Dealer would put in his best effort to sell and market Nimble Products and would follow all the regulations and policies. Other details and prospective of the dealership agreement are mentioned in the enclosed documents.
15. Dealer shall not marketing the same solution of any other companies for the products agrees with Nimble Infosys.
16. Dealer shall not demonstrate or share any information of Nimble Infosys and its products & services to any third party or competitors. As software and research materials such as software feature and manuals will be shared with Dealer; Dealer shall not develop the same product themselves or using any third party developer. If any such condition found Nimble Infosys legally can claim losses from Dealer.
17. Nimble Infosys will provide Software Details, Proposals and regular using marketing materials from their side. However, Dealer themselves can create any marketing materials and advertisement from their side with taking confirmation from Nimble Infosys Marketing department.
18. Nimble Infosys will provide required training for support and demonstrate as per required and requested by Dealer.
19. Dealer and distributor hereby agree to comply with all the laws and legal obligations of selling and marketing procedures, involved in the dealership.

Both Parties agrees above terms.

From Nimble Infosys Pvt. Ltd.

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From Lumbini Tech Consultant Services Pvt. Ltd.

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