

Standard acceptance of Terms and Conditions for Applicants:

With reference to your application, the company agrees to appoint you as the KENCloud™ Implementation Partner subject to the following terms and conditions if agreed upon. The letter of appointment as KENCloud™ Implementation Partner would be delivered to you after the agreement is signed voluntarily.

A. APPOINTMENT AS A KENCLOUD IMPLEMENTATION PARTNER

Your appointment as KENCloud Implementation Partner to source business from anywhere in India is at all times subject to your adhering to and in accordance with the terms and conditions of your appointment and complying with the relevant guidelines/regulations of the COMPANY.

B. OTHER PARTNERSHIP ACTIVITY WITH COMPETITION COMPANY

The KENCloud Implementation Partner of the COMPANY is not entitled to deal with the products (for which he has been appointed as The KENCloud Implementation Partner of the company) from any other Person/Company/Organizations or such commercial establishments in any manner without prior written approval of the company. Dealing with any products in default of the aforesaid condition shall automatically amount to a misconduct for cancellation of appointment besides realization of the loss and damages that would be sustained by the company.

C. i. You Shall

- a. Identify yourself as KENCloud Implementation Partner of the COMPANY to all prospective clients/customers (hereinafter referred to as PROSPECTS).
- b. Show your KENCloud Implementation Partner identity card issued by the COMPANY to the PROSPECT on demand.
- c. Disseminate the correct and requisite information to the PROSPECT in respect to the KENCloud products and services.
- d. Explain to the PROSPECT the nature of information that is been required by the PROSPECT from the COMPANY.
- e. Maintain performance standards as specified by the COMPANY
- f. Collect all the customer information and provide them to the COMPANY
- g. Be contacted for all updates and latest company information even if registered under 'DND'

ii. You shall not:

- a. Solicit or procure business without being appointed as an KENCloud Implementation Partner of the COMPANY
- b. Behave in any discourteous manner with the PROSPECTS and the COMPANY
- c. Offer different rates, advantages, terms and conditions other than the ones given by the COMPANY
- d. Provide any misleading/wrong information to the PROSPECTS
- e. Become a partner of any competition company
- f. Force or persuade or induce any PROSPECT to discontinue services with the COMPANY without the COMPANY's notice

D. TERMINATION OR SUSPENSION OF THE KENCLOUD IMPLEMENTATION PARTNER

(i) Your appointment as a KENCloud Implementation Partner shall be valid until terminated by either party as per the terms and conditions of the Appointment letter. Notwithstanding anything contained in the appointment letter the COMPANY is entitled to terminate your KENCloud Implementation Partnership and your appointment in accordance with the terms and conditions and the guidelines of the COMPANY without any liability for compensation or damages in the below mentioned circumstances:

- a. Your performance has not been satisfactory as per the Company's policy
- b. Violation or non-compliance with the regulations of the COMPANY and Indian law.
- c. You have acted in breach of the code of conduct
- d. Violation of the terms and conditions of your appointment
- e. Any information furnished in the application form in relation to your appointment is false, misleading, incorrect or untrue.
- f. Acted in a fraudulent manner
- g. Your behavior with the PROSPECT or COMPANY or the representatives of the COMPANY was discourteous
- h. Non-cooperation with the COMPANY

(ii) Upon termination of KENCloud Implementation Partnership, you shall forthwith surrender the appointment letter and identity card as well as marketing collaterals etc of the COMPANY that you are in possession of. Upon termination you shall cease to represent yourself as a representative of the COMPANY or use the COMPANY name as your identity.

E. TRANSFER OF RIGHT

You are not entitled to subcontract or transfer any of your rights to someone else during the term of KENCloud Implementation Partnership. However, you can refer someone to a KENCloud Implementation Partners with the company.

F. DECLARATION OF INTENT

You, hereby confirm that your appointment as a KENCloud Implementation Partner with SWASH CONVERGENCE TECHNOLOGIES LTD. That you will cooperate with the COMPANY and disclose all such facts and provide all the details and attest the same by providing certified true copies of documentation and in general follow all the prescribed guidelines by the COMPANY and maintain a cordial relationship with the COMPANY.