

DISTRIBUTORSHIP AGREEMENT

THIS DISTRIBUTORSHIP AGREEMENT is made on this ____th day of _____ 20__ at Delhi.

BETWEEN

M/s. **UNITRACK (a unit of Hyper Link Technology Pvt. Ltd.)**, a registered and existing under the laws of Indian Companies Act, 1956, having its registered office and place of business at A-2/158, 2nd Floor, Sector-17, Rohini, New Delhi - 110085. (hereinafter referred to as "COMPANY", which expression shall, unless it be repugnant to the subject or context thereof, shall deem to mean and include its successors and assigns) of the FIRST PART.

AND

Mr. -----, aged -----, residing at -----
----- hereinafter referred to as "DISTRIBUTOR"
(which expression shall unless repugnant to the context mean and include his heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS:-

1. WHEREAS the COMPANY is engaged in the business of e-commerce and providing various products & services to the end users via internet and any other medium of m-commerce through its Distributor network situated all over the India.
2. AND WHEREAS the COMPANY has proposed to expand their business all over India and for this purpose with this agreement appoints DISTRIBUTOR.
3. AND WHEREAS the party of the SECOND part has approached to the COMPANY for becoming DISTRIBUTOR of the COMPANY for operating/ managing the business in the area / territory is more specifically specified in the **ANNEXURE - A** attached hereto.
4. AND WHEREAS at the request of the party of the SECOND part the COMPANY has agreed to appoint the party of the SECOND part as DISTRIBUTOR of the COMPANY, and the party of the SECOND part has accepted such appointment as DISTRIBUTOR for operating/ managing the business, on the terms and conditions hereinafter mentioned.
5. WHEREAS the COMPANY & DISTRIBUTOR mutually agrees to narrate the same terms & conditions specifically in writing.

APPOINTMENT AND DURATION:

The COMPANY hereby appoints the party of SECOND part as DISTRIBUTOR for the said Outlet, and allotted DISTRIBUTOR **Code: - UTDA13/001**.

DISTRIBUTOR have agreed to deposit of **Rs. = 2,50,000.00/- [Rupees Two Lack Fifty Thousand only]** as Non-Interest bearing Security Deposit (Non-Refundable) for the scheme you have preferred / subscribed here below COMPANY shall non-refund the Security Deposit after termination or expiry of this agreement.

DISTRIBUTOR appointment will be effective and in force for a period of 1 (ONE) YEARS with effect from the date of signing of this Agreement, unless earlier terminated or otherwise extended in writing by the COMPANY in a manner consistent with the terms of this Agreement.

The appointment of DISTRIBUTOR shall be on Non – exclusive basis and the Company reserves unconditional right to appoint as many DISTRIBUTOR within the area it deems fit. The Company also reserves unconditional right to change the outlet originally allotted to DISTRIBUTOR by intimating him in writing at least 15 days prior to change.

DISTRIBUTOR will update the company with the contact details, contact numbers and address and any other information of the Merchants appointed under DISTRIBUTOR, as required by the company from time to time.

The above agreement has come into being on the understanding that DISTRIBUTOR has a demonstrated and active network of Distributors working under him. On the presentations made by DISTRIBUTOR the Company is convinced of its distribution setup and accordingly has entered into this agreement with him, creating a multi layered distribution channel. The agreement will be reviewed after a period of three months from the date for this agreement w.r.t performance of the MASTER.

The activations purchased as part of his commitment towards the company through self and his channel as a DISTRIBUTOR. These activations purchased should be sold to the merchants latest within a period of three months.

The COMPANY reserves the Right to take the following actions within DISTRIBUTOR's Territory:

- a. To Appoint or be represented by other or additional distributors;
- b. To make Sales directly to any or all customers of the same and/or other COMPNAY Products.

c. To sell and /or render services exclusively, on a direct basis, to certain types of Customers or specific accounts which COMPANY may, in its sole discretion, Designate from time to time in accordance with the current COMPANY policies. The COMPANY will notify DISTRIBUTOR prior to appointing additional distributors in its Territory. It is pertinent to note here that the COMPANY already has a Pan India network of Distributors and these Distributors will keep operating notwithstanding the appointment of merchants.

RESPONSIBILITIES AND DUTIES OF COMPANY:

a. The COMPANY will supply to DISTRIBUTOR the appropriate signatures, logo and other Promotional material at the cost of COMPANY.

b. The COMPANY will pay the commission /incentive as specified in the **ANNEXURE - B** as per companies" rules. In addition to the commission /incentive as specified in the **ANNEXURE - B** the COMPANY may, at its sole discretion, from time to time, determine commission /incentive of DISTRIBUTOR any such modifications in **ANNEXURE - B** shall be informed by the COMPANY in writing.

c. Addition, Discontinuance and Modification of Products. The COMPANY shall have the right at any time to introduce new Products, and services and discontinue the sale of any of its any products and services and make changes in the design or construction of any of such Products without incurring any obligation or liability whatsoever. As much as is possible under most circumstances the COMPANY will give DISTRIBUTOR a prior notice of any discontinuance introduces of new Products.

d. During the term of this agreement, the COMPANY Shall take reasonable action to assist DISTRIBUTOR and his Channel's Efforts to promote and sell Products, including the provision of reasonable Quantities of support materials such as product information and sales Promotional literature.

e. On the termination of agreement the interest free security deposit kept with COMPANY shall be refunded within 90 days from termination or expiry of this agreement in form of Balance transfer (BT) or bank payment as per the mutual understanding between DISTRIBUTOR and the COMPANY.

f. If the Company, for any reason whatsoever, fails or is unable to deliver any Products ordered by DISTRIBUTOR, the COMPANY shall refund the amount if any, paid by DISTRIBUTOR to the COMPANY for such Products/services and shall get refund of his interest free security deposit.

g. The Tax Invoice will be issued to DISTRIBUTOR for the activation billing purchased by DISTRIBUTOR. TDS certificate will be issued to DISTRIBUTOR at the end of the quarterly based on statutory requirements, against all the Trading Balance Transfer done by

DISTRIBUTOR. DISTRIBUTOR will be responsible for any Income Tax or Sales Tax or any other tax liability (State or Union Government) for the transactions between DISTRIBUTOR and its network of Distributor and retailers. Nothing in this agreement will restrict the right of the COMPANY to deduct TDS from the commission payable to DISTRIBUTOR / DISTRIBUTOR"s network of merchants.

RESPONSIBILITIES AND DUTIES OF DISTRIBUTOR:

a. DISTRIBUTOR shall be solely responsible for appointing Merchants for operating / managing the business of various products & services.

b. DISTRIBUTOR agrees to use its best efforts vigorously and actively to promote the sale of COMPANY Products in the Territory. In connection with such efforts, DISTRIBUTOR, at its sole cost and expense, Shall organize and maintain a sales force and shall maintain adequate sales and Services facilities within the Territory those are satisfactory to the COMPANY.

c. DISTRIBUTOR shall use its best efforts to train dealers and merchants in its Territory as to the proper usage and application of Products in accordance with policy and rules and regulation framed by the COMPANY from time to time and provided to DISTRIBUTOR. The Distributor shall sell the COMPANY products at a mutual agreed price to its retailers and shall under no circumstances undercut in any market.

d. DISTRIBUTOR agrees to maintain an inventory equal to the amount prescribed by the COMPANY and MASTER DISTRIBUTOR from time to time. Also Activation's once billed to DISTRIBUTOR will not be refundable.

e. DISTRIBUTOR agrees to Resell Products only to merchants who are located within his network distributor's Territory.

f. Each printed advertisement, flyer, handbill, Television spot, radio script, yellow pages listing, webpage or any other Advertising or promotional material bearing or using the trademark or trade name Recharge Point or pertaining to COMPANY Products must be approved by the COMPANY in writing prior to its use by DISTRIBUTOR or its network of Distributors..

g. DISTRIBUTOR shall continually maintain to the Satisfaction of the COMPANY a general reputation for honesty, integrity and good credit standing and shall maintain the highest quality standards.

h. With respect to each DISTRIBUTOR location set forth on **ANNEXURE - A**, DISTRIBUTOR shall not, directly or indirectly, promote, advertise, manufacture, market,

distribute or sell a product other than the COMPANY products, without prior approval from the COMPANY.

i. DISTRIBUTOR shall pay and discharge and the COMPANY shall have no obligation to pay for, any expenses or costs of any kind or nature incurred by DISTRIBUTOR in connection with its distribution function hereunder, including, without limitation, any expenses or costs involved in marketing Products.

j. DISTRIBUTOR shall arrange the premises (whether owned or leased) for the said office from where DISTRIBUTOR will operate / manage the business of the COMPANY FOR the area / territory specified in **ANNEXURE - A** hereto.

k. DISTRIBUTOR shall employ, without any liability to the COMPANY, sufficient qualified staff which is necessary to manage / operate the day to day operation of the said Outlet. DISTRIBUTOR shall abide by all the local laws, Labour laws etc. The COMPANY will not have any liability whatsoever for the employees employed by DISTRIBUTOR.

l. DISTRIBUTOR shall not promote any contest or promotional scheme or offer discounts on behalf of the COMPANY in relations to the marketing/ distribution of any products & services in which the COMPANY is dealing, without prior written approval from the COMPANY.

m. DISTRIBUTOR shall not represent himself as an agent of the COMPANY and will not use the name of the COMPANY to obtain any credit against the said Outlet. The COMPANY will not be concerned with or liable for any debts or liabilities of DISTRIBUTOR.

n. DISTRIBUTOR shall, at all times, conduct its business in accordance with the applicable statutes, regulations, notification etc. issued by the Government or any other statutory authority of that country where he is appointed as DISTRIBUTOR. Any liability arising out of any breach or non-compliance by DISTRIBUTOR of any such statute, regulation etc. shall be to the sole account of DISTRIBUTOR and under no circumstances shall COMPANY be liable for any such breach of non-compliance.

o. DISTRIBUTOR will be responsible for collecting and providing valid and authentic KYC information (Know Your Customer) of the retailers appointed by him within 7 days of the activation of the merchant. The information should include a valid ID proof of the merchant (PAN, Voters ID etc), address proof of the retailers etc among other things. If the DISTRIBUTOR fails to provide the KYC information or provides incorrect or invalid information to COMPANY. COMPANY reserves the right to deactivate such retailers. In such case there will be no refund of the activation charges by COMPANY.

p. DISTRIBUTOR will keep a proper set of books of account and proper records relevant to the Business in accordance with procedures set out by the COMPANY from time to time, and accurately maintain them up to date at all time. DISTRIBUTOR acknowledges that the COMPANY may require that the books of account and records relevant to the Business be maintained on a computer using software approved by the COMPANY from time to time.

q. The activations purchased by the DISTRIBUTOR or the BT amount transferred by the DISTRIBUTOR will not be refundable, in any case.

INDEMNITY:

a. DISTRIBUTOR shall defend, indemnify and hold the COMPANY and its directors, officers, employees, agents and sub-contractors (collectively, the "Indemnities") harmless from and against, any and all suits, actions and proceedings, claims, liabilities, losses, damages, costs and expenses, arising directly or indirectly in connection with a violation of any law, regulation or order or the breach of any of its obligations or representations hereunder, by itself or its directors, officers, employees, agents or sub-contractors.

b. Neither Party shall be liable to the other for any special, indirect, incidental, consequential, punitive, exemplary or trebled or other multiplied damages.

c. COMPANY does not undertakes any liability whatsoever in contract or tort (including liability for negligence) or otherwise, towards and/ or for the acts or omissions of any third party equipment and service providers including telecommunication service providers for equipment or services including telecommunication services or for faults or failures of such third party provider's, equipment and/or services.

d. COMPANY shall not be responsible for any transit damage occurring during secondary transit between "DISTRIBUTOR" and Merchants. COMPANY shall not be responsible, answerable or liable for any act of forgery, deceit, cheating or misappropriation including penalty, compensation or done by any other party.

e. DISTRIBUTOR shall agrees to protect, defend, indemnify and hold harmless COMPANY in respect of direct losses or damages caused by its negligence or those of its employees, agents or subcontractors and against liabilities, damages, fines, penalties and costs (including legal costs and disbursements) directly arising from or relating to:

- i. Any breach of any statute, regulation, directions, Order or standards from any governmental body, agency or regulatory applicable to such party;
- ii. Any breach of the terms and conditions in this Agreement by DISTRIBUTOR or its Distributors:

- iii. Any claim of any infringement of any Intellectual Property Right or any other right of any third party or of law by DISTRIBUTOR.
- iv. Any claim made by any third party arising out of the services or content and arising in connection with interruptions or degradations of services customers cause solely by DISTRIBUTOR.

TAX AND LEVY:

„DISTRIBUTOR“ shall be liable to pay any other state, central or local taxes and levies such as sales tax, service tax etc, as are applicable at the time of sales or supply of services or may become applicable thereafter in respect of the services supplied or sold hereunder.

COMPLIANCE WITH STATUTES:

“COMPANY & DISTRIBUTOR” hereby undertakes to observe and comply with all laws, orders, rules, regulations and other legal requirements and notifications, amendments made from time to time.

OWNERSHIP RIGHTS AND INFRINGEMENT:

a. “DISTRIBUTOR” acknowledges that COMPANY owns all rights, title and interest in COMPANY’s name and logo type, will not acquire any interest in any such trade names by virtue of this Agreement, its activities under it or its Affiliates with COMPANY.

b. “DISTRIBUTOR” shall forthwith give notice in writing to COMPANY on any infringement or colorable imitation of any of the trade names or trademarks, which are used on or applied to, the products. “DISTRIBUTOR” shall at all times, if so required by COMPANY tender to COMPANY all assistance in its power to restrain the infringement or colorable imitation of any such trade descriptions trade names or trademarks. “DISTRIBUTOR” shall forthwith cease and desist from using the name, logo, letter heads and other material having COMPANY’s name or logo on termination of this agreement as provided in Termination clause below.

INTELLECTUAL PROPERTY RIGHTS:

COMPANY brand name or trademark can be used in any marketing activity with the written approval from COMPANY of any such activity from a competent authority. In case that the COMPANY has approved to use its brand name or trademark, DISTRIBUTOR shall always forward all such marketing material that directly or indirectly links to the COMPANY’s brand name or trademark for written approval. In cases where the COMPANY doesn’t approve, the marketing activity cannot be implemented with the use of the COMPANY’s brand name or trademark.

DISTRIBUTOR agrees, warrants and undertakes that it shall take steps aimed at ensuring that COMPANY Intellectual Property Rights, the Products and software are not infringed,

passed off, diluted, reverse-engineered, hacked into, misappropriated, tampered with and/or copied for any other reason by any of its directors, officers, employees, agents, consultants, representatives, subsidiaries, associates, servants, except as expressly provided herein.

Each of the Parties does not under this Agreement or as a result of the provision of the Services:

- (a) Assign any Intellectual Property Right of that Party to the other Party; or
- (b) Grant any licence to the other Party in respect of any Intellectual Property Right of that Party.
- (c) All Intellectual Property of either Party hereto shall remain in the ownership of the person creating the same or owning the same.
- (d) Neither Party shall be entitled to use the Intellectual Property of the other Party in any medium or document without the consent of the other Party.
- (e) Any Intellectual Property jointly developed in the course of this Agreement shall be dealt with in the manner as mutually agreed.

CONFIDENTIALITY:

1. DISTRIBUTOR agrees that all aspects of the contents of the Agreement shall be treated as confidential and that no information in respect to the content of the Agreement shall be disclosed without the prior written consent of COMPANY except as necessary to implement the Agreement and inform customers.
2. DISTRIBUTOR hereby agrees to treat all information exchanged between DISTRIBUTOR & COMPANY confidential includes any and all business, technical, business and financial information related to any of the arrangements contemplated in this Agreement COMPANY portal, including, specifications, samples, reports, forecasts, current or historical data, computer programs or documentation information related to its internal management, customers, products, services, concerning plans, marketing and sales methods, materials, processes, procedures, devices utilized by the Company, prices, quotes, suppliers, manufacturers, customers with whom the Company deals anticipated products or services, processes, financial condition, employees, Intellectual Property of Either Party, as the case may be, marketing strategies, trade secrets, business plans/proposals, customer contract terms and conditions, Commission payable to DISTRIBUTOR pursuant to this Agreement, and other valuable, confidential information, documents and materials that are customarily treated as confidential or proprietary, whether or not specifically identified as confidential or proprietary.

3. Notwithstanding the liability provisions of this Agreement, the Parties will disclose Information only to their directors, employees, professional advisers and agents who need to know such Information for the purposes of providing roaming services and any transaction resulting there from, or for the borrowing of funds or obtaining of insurance and who are informed of the confidential nature of such Information. DISTRIBUTOR shall be liable under this Agreement to COMPANY in respect of any unauthorised use or disclosure of such information.
4. In addition to the above, Information and the contents of this Agreement may be transmitted to Governmental, judicial or regulatory authorities, as may be required by any Governmental, judicial or regulatory authority including quasi judicial bodies.
5. For the purposes of the Agreement, Information and the contents of this Agreement shall not be considered to be confidential if such Information is:
 - A. In or passed into the public domain other than by breach of this Article; or
 - B. Known to a receiving Party prior to the disclosure by a disclosing Party; or
 - C. Disclosed to a receiving Party without restriction by a third party having the full right to disclose; or.
 - D. Independently developed by a receiving Party to whom no disclosure of confidential Information relevant to such Information has been made.

6 This article shall survive the termination of the Agreement for a period of One (1) years but shall not in any way limit or restrict a disclosing Party's use of its own confidential Information.

RELATIONSHIP OF PARTIES:

In the performance of this Agreement the Parties to this Agreement shall at all times be independent entities and nothing in this Agreement shall constitute, or be deemed to constitute, either Party as being the agent, partner or joint venture partner of the other.

TERMINATION:

Either Party shall have the right to terminate this Agreement with Immediate effect, if:

- a. The other Party fails to perform any material obligations under this Agreement, and such failure continues unheeded for a period of (60) days following receipt of written notice of such failure, or
- b. By giving three month notice to other party, with or without assigning any reason or
- c. Default by DISTRIBUTOR the agreement may be terminated by the Company immediately upon the failure of DISTRIBUTOR to pay for products or services purchased by DISTRIBUTOR in accordance with the terms of this agreement
- d. The other Party enter into liquidation, either voluntary or compulsory, or become Insolvent, or enter into composition or corporate reorganization proceedings or if execution be levied on any goods and effects of the other Party or the other Party enter into receivership or bankruptcy.
- e. Upon termination of this Agreement for any reason "DISTRIBUTOR" shall immediately cease to use all such trademarks or trade names and shall return to COMPANY all printed matters displaying its trader marks or trade name and shall return all confidential information as set out above to COMPANY and/or destroy all copies; promptly on COMPANY request or on termination of this Agreement (whichever is earlier). The Distributor agrees that such information remains the property of COMPANY.
- f. The accounts of DISTRIBUTOR shall be settled as per company polices procedures and as per general laws applicable in India

ENTIRE UNDERSTANDING AND AMENDMENTS:

1. This Agreement embodies the entire understanding between the Parties relating to the subject matter hereof and it expressly supersedes all previous understandings and communications between the Parties, whether written or oral.
2. This agreement shall be executed in duplicate. The original it shall be retained by COMPANY and the duplicate by DISTRIBUTOR.
3. Each Party hereto warrants that it has the authority to enter into this Agreement, and the respective signatories, by executing this Agreement, warrant that they have the authority to bind the respective Parties.
4. The Parties to this Agreement may, add, delete, amend or alter all or any of the terms and conditions of this Agreement as mutually agreed from time to time and such modification and changes shall not be effective until the same are in writing and duly signed by the authorized representatives of the Parties.

SERVERABILITY:

In the event that any of these terms, conditions or provisions or those of any schedule or attachment hereto will be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

NOTICE:

Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation will (unless otherwise provided) be in writing and will be delivered in person, sent by facsimile or registered mail (properly posted and fully prepaid in an envelope properly addressed) or sent by facsimile or by e-mail to the respective parties as follows:

COMPANY: UNITRACK A-2/158, 2nd Floor, Sector-17, Rohini, New Delhi – 110085.

Tele: +91-11-32225881, 320

Mob: +91-9560061687

Website: www.unitrack.in, E-mail: info@unitrack.in

DISTRIBUTOR: _____

Tele: _____

Mob: _____

E-mail: _____

Or to such other address, facsimile number or e-mail address as may from time to time be designated by notice hereunder. Any such notice will be in the [English] language and will be considered to have been given on the first working day of actual delivery or sending by facsimile or e-mail or in any other event within 10 working days after it was posted in the manner hereinbefore provided.

FORCE MAJEURE:

Neither the COMPANY nor DISTRIBUTOR shall be liable for any inability to fulfill their commitments hereunder occasioned in the whole of, or in part, by force majeure, including, but not restricted to, strike, lock-out, fire, break –down, war, act, or regulation, or restriction of Government, inability to secure Government authorization or approval, or any other cause beyond their reasonable control. Such force majeure occurrence shall be notified to the other party in writing immediately. The Company shall, in such event, have the right to allocate available Products among its customers in its sole discretion.

ASSIGNMENT

This Agreement and the rights and benefits accruing to DISTRIBUTOR are personal and DISTRIBUTOR shall personally perform its duties and obligations hereunder and shall not

sub-contract or assign the same or any part thereof to any other person whatsoever. COMPANY may assign any and all of its rights, benefits, liabilities, duties and obligations to an associate after notifying DISTRIBUTOR in writing.

WAIVERS:

Each party agrees that any delay or omission on the part of the other party to exercise any right, power or remedy under this Agreement will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving party. Further the waiver of any right, power or remedy by either party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion or remedies and/or rights available under law.

FRANCHINSEE BENEFITS

- Franchisee will get Rs 4500/- **UniTrack** Device Models: UTD-101A, Rs 5000/- Model: UTD-101B, Rs 5500/- Model: UTD-102, per Device Plus 5% VAT Extra.
- 30 unit stock (UniTrack Device)
- Sole Franchisee of the _____
- High return on Investment
- Installations & Maintains will be done by Franchisor
- 1 Year Replacement Warrant device will be provided by Franchisor (UniTrack)
- 1 Year Maintenance Charges Free.

YEARLY ROYALTY

Franchisees have to yearly maintenance charges of Rs 1200/- per device plus 10.36% service Tax.

GOVERNING LAW AND ARBITRATION:

1. This Agreement shall be construed, interpreted and governed by the laws of India and the Courts at Delhi shall have the jurisdiction with regard to the subject matter of this Agreement.
2. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
3. The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by COMPANY, a second arbitrator appointed by DISTRIBUTOR and a third arbitrator to be appointed by such arbitrators.

4. The place of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made, in Delhi.
5. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
6. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties, and the provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.
7. The cost of arbitration shall be shared equally between the parties.

IN WITNESS WHEREOF, the party hereto has hereunto set and subscribed their respective hands and seals this day _____ of _____, 20__.

For UNITRACK
(A Unit of Hyper Link Technology Pvt. Ltd.)

For DISTRIBUTOR.

Authorized Signatory

Authorized Signatory.

Witness:

Witness:

Signature_____

Signature_____

Name: -

Name:-

Address: -

Address:-

ANNEXURE - A

Distributor Location(s) and Territory: _____

DISTRIBUTOR area of distribution: _____

Principal office: _____

Territory: _____

Initials Company: _____

DISTRIBUTOR: _____