

DEALERSHIP AGREEMENT
THIS AGREEMENT IS ENTERED AT CHENNAI
ON THIS 27/01/2019

M/S BPO PROJECTS SERVICE INDIA, a Company corporate under the provisions of the Companies Act, 1956 and having its registered office at The RMZ Millenia Business Park, No-143, M.G.R Road, Phase 2, Level-6, Kandancavadi, Perungudi, Chennai - 600096, INDIA. and its principal place of business at Level 7, Mfar Greenheart, Manyata Tech Park, Hebbal Outer Ring Road, Bangalore-560045. (Here in after called as 1st party)

M/S. . (Here in after called as 2nd party)

The 2nd party accepts that the 1st party agreed to provide the dealership of BPO Projects Service India to the 2nd party on (27-JANUARY-2019) and 1st party will co-operate in implementing the process.

1st Party

2nd Party

1. The dealership shall commence from the **27/12/2019** and the period of the dealership shall be for a period of one year from the date of signed.
2. The Managing Director or any other authorized representative of each of the parties hereto will represent his company on the Firm and for all practical purposes he will be considered as the dealer of this dealership.

On the expiration of the said period of one year or the extended period if any, the business of the dealership together with its assets and liabilities will be transferred to another company to be formed and registered jointly by the parties hereto on such terms as may be agreed upon failing which the dealership will be dissolved and the dissolution will be effected In terms of the provisions of the dealership

3. Nothing In this Deed shall be constrained to prevent or disable any party hereto to carry on any business in terms of Its Memorandum of Association anywhere except the business of the dealership and no partner shall be entitled to have any right or concern with the other business and internal management of the other.
4. The 2nd party accepts that the deposit amount is not refundable or transferable at any circumstances.

1. Sales Territory

“2nd party” shall act as a (sole) sales 2nd party for the “1st party” within the India well as the area mutually agreed upon.

2. Sales products

All lines of products manufactured or supplied by the 1st party.

3. 2nd party shall do its best to utmost efforts for the sales of above products and all sales transactions should be confirmed in advance by 1st party.

4. Commission rate will be 20% of the security deposit for 5 and above seaters. And 25% of the security deposit for 10 or above seaters. as evidenced by 1st party’s invoice to the customer(s) in sales Territory. The commission amount shall be transferred by the 1st party to the 2nd party immediately after the payment done by customer to 1st party.

5. The 2nd party can get their 5% royalty income and sales report from their referral centers itself. (Each Month)

6. “1st party” shall comply with the relevant rules and regulations under Indian laws especially under Anti-trust and Fair Trade Acts.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The Dealer agrees to sell and to procure the sales of the designated services to the best of his ability, skills and resources in his territory.
2. The Company agrees to supply the services to the Dealer and the Dealer agrees to

sell the services as per the standard "Terms & Conditions" of the company as may be enforced from time to time and which are annexed to this agreement. Further it is expressly agreed between the company and the Dealer that the set "Terms & Conditions" shall form the part and parcel of the agreement.

3. It is hereby expressly agreed the Company shall not be liable for the non-performance or failure or default in the performance or for any delay in the performance either in wholly or in part, of any contract for the supply of the services to the Dealer due to or in consequence of any strike, lockout, industrial dispute, shortage of labour, out-break of fire, break down of machinery, riots, war, insurrection or restraint imposed by the Government or by any other public or local body or authority or any act of God.

Notwithstanding anything constrained in the Agreement, the Company is at full liberty and power to quote for and supply the services directly without reference and compensation to the Dealer.

The company shall be responsible only for the performances stipulated in the manuals and literature supplied which will also be subject to the conditions in the warranty clause stipulated in the Order Acceptance signed by the Company.

This Agreement is valid for a period of FIVE YEARS - year commencing (27/12/2019 to 27/12/2024)

The Company or the party may at any time by giving 30 days prior notice in writing to terminate this Agreement, whereupon the Agreement and everything contained hereunder shall cease and become inoperative. The Company shall exercise its right if it is of the opinion that the Dealer has failed to effect adequate sales of the services or has provided inadequate service to its customers or the Dealer has committed any breach of the 'Terms and Conditions' herein contained. Nothing contained herein shall prejudice the rights and liabilities of either party incurred prior to termination.

Without prejudice to any right or remedy the Company may have against the Dealer for Breach or non-performance of the obligations under this Agreement, the Company shall have the right summarily to terminate this Agreement.

- (a) On the Dealer committing a breach of any of the provisions herein above mentioned or being found guilty of misconduct.
- (b) On the Dealer committing an act of bankruptcy.
- (c) If the Dealer shall have any distress or execution levied upon his good and effect.
- (d) If the Dealer is a company, upon its dissolution or upon its takeover by any other company or where there is a substantial change in its ownership.

TERMS & CONDITIONS

1. This Dealer is appointed only for the city **chennai - 600001** the dealer can outsource the process only within this country and not outside this country.
2. This dealership is for BPO Projects and copyrighted by BPO PROJECTS Service INDIA.
3. The cost of the Dealership is US\$ 80.4 (Five Thousand Only) per Year. The Dealership is valid for FIVE YEARS from the date of realization of the payment received from the dealer. It can be renewed and extended based on the performance of the Dealer.
4. The Dealer can resell "OUR PROJECTS" to his customers not more than 20% percent of the price sold to him.
5. The Dealer must support the customer for the first time installation, running, training and troubleshooting without any additional cost. Further the Dealer can charge the customers suitably based on the complication at the customer end.

6. The enquiries from the Dealer city **chennai - 6000001** to BPO PROJECTS SERVICE INDIA. Will also be redirected to the dealer.

7. The dealer understands that a separate Annual Maintenance and Contract Agreement is also to be signed between BPO PROJECTS SERVICE INDIA and the end customers. The dealer can sign on-behalf-of his customers in the agreement.

The company decision will be the final on deciding all this disputes

The 2nd party accepts that the company decision will be the final on deciding all the disputes.

It is expressly agreed that Courts in CHENNAI alone shall have exclusive jurisdiction to try and settle any disputes arising out of this agreement, where they cannot be settled by arbitration, to the exclusion of all other Courts of judicature.

WHEREAS both the first party and second party are, under their respective Memorandum of Association, entitled to carry on the business of BPO Projects etc.

AND WHEREAS the parties hereto have proposed to set up in joint collaboration a plant to produce and sell the process in their own town, and they have therefore proposed to enter into a dealership.

AND WHEREAS it is, therefore, proposed to enter into this deed of dealership containing the terms and conditions agreed upon between both first party and second party.

1st Party

For _____

Signature :

Name :

Designation :

Witness

Witness

2nd Party

For _____
(Dealer)

Signature :

Name :

Designation :

Witness

Witness
