AGREEMENT FOR DISTRIBUTORSHIP

THIS AGREEMENT is made and entered as of [Date Month Year], by and between StroPole Technologies Pvt Ltd. (hereinafter referred to as "Party-A"), a corporation having its offices in Bangalore, Karnataka, existing under the laws of the State of Karnataka and [Name] an Individual having [Aadhaar number] OR [Company] having [Registration/GSTIN number] (hereinafter referred to as "Party-B").

In consideration of the mutual covenants and conditions herein contained, and intending to be legally bound hereby, the parties mutually agree as follows:

1. Products and Territory

1.1 Products. Party-A hereby appoints Party-B as its **NON-EXCLUSIVE Distributor** for the sale of the products of Party-A in the Territory (as defined below) during the term of this Agreement.

1.2 Territory. Party-A is appointing Party-B hereunder with respect to the sale of Products to any purchasers whose principal place of business is located in the following described territory (the "Territory"): **[Region Name, State of _____, India.]**

1.3 Best Efforts. Party-B shall use its best efforts to promote and sell the Products to the maximum number of responsible customers in the Territory.

1.4 Sales Limited to Territory. Party-B shall not solicit orders from any prospective purchaser with its principal place of business located outside the Territory. If Party-B receives any order from a prospective purchaser whose principal place of business is located outside the Territory, Party-B shall immediately refer that order to Party-A. Party-B shall not accept any such orders. Party-B may not deliver or tender (or cause to be delivered or tendered) any Product outside of the Territory. Party-B shall not sell any Products to a purchaser if Party-B knows or has reason to believe that such purchaser intends to remove those Products from the Territory.

1.5 Modification of Products and Territories. Party-A reserves the right, upon consultation with Party-B, to expand or reduce the Products which are covered by this Agreement. Party-A also reserves the right, upon consultation with Party-B, to expand or reduce the Territory, as defined in this Agreement.

2. Prices and Payment

2.1 Purchase Orders. Party-B shall order Products from Party-A by submitting a written purchase order identifying the Products ordered and requested delivery date(s). All orders for Products are subject to acceptance by

Party-A's Manufacturer. Party-A shall have no liability to Party-B with respect to purchase orders which are not accepted; provided, however, that Party-A will not unreasonably reject any purchase order for Products.

2.2 Prices. If a purchase order is accepted in accordance with Section 2.1 above, the prices for Products covered by such purchase order shall be Party-A's net Party-B prices which are in effect on the date of Party-A's acceptance. Subject to the limitations contained in this Agreement, Party-A may from time to time change the communicated prices, such change being effective immediately upon Party-B's receipt of notice in written or via email or via WhatsApp, thereof; provided, however, that no price change shall affect purchase orders submitted by Party-B and accepted by Party-A prior to the date such price change becomes effective.

2.3 Customer Prices. Party-B shall be free to establish its own pricing for Products sold which should stand within the mentioned MRP on the product pack. Party-B shall notify Party-A of its pricing, as in effect from time to time.

2.4 Licenses and Permits. Party-B hereby agrees:

(i) to assist Party-A in obtaining any such required licenses or permits by supplying such documentation or information as may be required by Party-A;

(ii) to comply with such decrees, statutes, rules and regulations of the government of India and agencies, or other instrumentalities thereof;

(iii) to maintain the necessary records to comply with such decrees, statutes, rules and regulations; and

(iv) to indemnify and hold harmless Party-A from any and all fines, damages, losses, costs and expenses (including reasonably attorneys' fees) incurred by Party-A as a result of any breach of this subsection by Party-B.

2.5 Packaging and Delivery. Unless the parties agree otherwise, all Products ordered by Party-B shall be packed for shipment and storage in accordance with Party-A's Manufacturer's standard commercial practices. Party-A's Manufacturer shall deliver Products into the possession of a common carrier designated by Party-B, no later than the date specified for such delivery on the relevant purchase order for such Products and no earlier than the date three (3) days prior to such specified date. Risk of loss and damage to a Product shall pass to Party-B upon the delivery of such Product to the common carrier designated by Party-B. All claims for non-conforming shipments must be made in writing to Party-A's Manufacturer within ten (10) days of the passing of risk of loss and damage, as described above. Any claims not made within such period shall be deemed waived and released.

2.6 Payment Terms. That the Party-A will dispatch the material to the Party-B within 15 days against their purchase order on letter head along with the 100% advance payment. The services will be activated only after receipt of 100% payment pertaining to the order. Return and refund of the products for what so ever reasons, including failure in selling the procured product by Party-B shall only be accepted by the Party-A for a period

of 20 days from the date of delivery of the products to the Party-B or from the date of payment received by the company from the Party-B whichever is earlier, beyond which any such return and refund request shall hold no legal claims. The refund claim within the 20 days' time period shall be processed and paid back by Party-A with a deduction of 40% of the amount paid by the Party-B to Party-A which shall be accounted against the opportunity loss of Party-A in the assigned territory to Party-B during that period. For any orders below the order value of INR Two Lacs will not be eligible to claim a refund or return request of any sort under any grounds.

2.7 Terms of Agreement Govern. In the event of any discrepancy between any purchase order accepted by Party-A and this Agreement, the terms of this Agreement shall govern.

2.8 Taxes. Taxes in India, now or hereafter imposed with respect to the transactions contemplated hereunder (with the exception of income taxes or other taxes imposed upon Party-A and measured by the gross or net income of Party-A) shall be the responsibility of the Party-B, and if paid or required to be paid by Party-A, the amount thereof shall be added to and become a part of the amounts payable by Party-B hereunder.

3. Other Obligations of Party-B

3.1 Personnel . Party-B shall employ competent and experienced sales and support personnel so as to render prompt and adequate service to the users of the Products in the Territory.

3.2 Documentation. Party-B shall prepare, at its own expense, all user and technical manuals and advertising and marketing information and provide Party-A with advance copies of all such materials subject to and with the sole approval of the Party-A.

3.3 That the Party-B will safely store the goods and all the relevant expenses on the safe storage of the goods will be taken care by the same.

3.4 Party-B shall appoint Sub-distributors and direct selling agents under a strict tri-party agreement model including Party-A.

4. Party-A's Obligations

4.1 Marketing and Technical Assistance. Party-A shall provide Party-B with such marketing and technical assistance as Party-A may in its discretion consider necessary to assist with the promotion of the Products. In this connection, a representative from the Party-A, will, at the request of Party-B and on behalf of Party-A, attend major trade shows and other key marketing events.

4.2 The Party-B will arrange and provide necessary infrastructure like staff, proper team, marketing network, phone, mobile, online facilities for marketing. On the other hands the Party-A will provide the marketing related tools whichever is deemed possible like Catalogue, leaflets, Posters, Pamphlets, Canopy in Consultation with Party-B in the assigned territory.

4.3 Shipping Costs:

- Upon receiving the purchase order along with the 100% payment from the Party-B, the cost of the delivery of the products to the Party-B shall be borne by the Party-A.
- Party-B shall pay all costs to ship Products to Party-A for all warranty repairs.
- Party-A shall pay all costs to return repaired Products to Party-B, unless Party-A determines that any item returned for warranty repair was not defective, in which case, Party-B shall pay these costs.
- The Party-B will bear godown rent, loading unloading, courier, phone, Fax charges and freight charges and all other incidental charges.

4.4 Sales meeting:

- Party-B upon receiving invitation from party-A for special sales meeting being organised by Party-A, To & Fro travel expenses in 3Ac train shall be reimbursed for one representative from Party-B. No food and accommodation and other travel expenses shall be reimbursed.

4.5 Party-B upon request being made in advance by producing all the details, Party-A shall give approval to Party-B to participate in the Govt tenders for the products on Party-A on behalf of Party-A. Unless otherwise, Party-B do not reserve the rights to perform any such actions.

5. Relationships of the Parties

5.1 Independent Contractors. Party-B shall be considered to be an independent contractor. The relationship between Party-A and Party-B shall not be construed to be that of employer and employee, nor to constitute a partnership, joint venture or agency of any kind.

5.2 Party-B Expenses. Party-B shall pay all of its expenses, including without limitation all travel, lodging and entertainment expenses incurred in connection with its services hereunder. Party-A shall not reimburse Party-B for any of those expenses.

5.3 No Obligations. Party-B shall have no right to enter into any contracts or commitments in the name of, or on behalf of, Party-A, or to bind Party-A in any respect whatsoever. In addition, Party-B shall not obligate or purport to obligate Party-A by issuing or making any affirmations, representations, warranties or guarantees with respect to the Products to any third party.

6. Best Efforts

6.1 Minimum Purchases. Party-B shall purchase a sufficient amount of Products from Party-A so as to meet or exceed the minimum purchase requirements.

7. Reporting

Party-B shall provide Party-A with monthly reports, which shall include customer call reports, business trends, production planning of Party-B's primary customers in the Territory, market forecasts and other

reports reasonably requested by Party-A, including without limitation reports required for regulatory purposes.

8. Trademarks, Service Marks and Trade Names

8.1 Right to Use . Party-B may use Party-A's trademarks, trade names and service marks listed below (hereinafter referred to as the "Trademarks") on a non-exclusive basis in the Territory only for the duration of this Agreement and solely for display or advertising purposes in connection with selling and distributing the Products in accordance with this Agreement.

8.2 Quality Control. In order to comply with Party-A's quality control standards, Party-B shall: (i) use the Trademarks in compliance with all relevant laws and regulations; (ii) accord Party-A the right to inspect during normal business hours, without prior advance notice, Party-B's facilities used in connection with efforts to sell the Products in order to confirm that Party-B's use of such Trademarks is in compliance with this Section; and (iii) not modify any of the Trademarks in any way and not use any of the Trademarks on or in connection with any goods or services other than the Products.

9. Covenant Not to Compete

During the term of this Agreement, and for 12 months thereafter, Party-B shall not market directly or indirectly in the Territory products which are competitive with the Products.

10. Limited Warranty

10.1 Pass Through Warranties. Party-B acknowledge that all components of the Products are being manufactured for Party-A by subcontractors or other entities other than the Party-A. Party-A extends to Party-B the warranties as to such components provided by such other entities to Party-A for the length of time that such warranty remains valid for Party-A. Notwithstanding any other provision in this Agreement, Party-A shall not be held responsible for any damage which may result from a defective part except for the replacement of such part as set forth in the warranties provided by its subcontractors.

10.2 Modification of Products. Party-B may not customize, modify or have customized or modified any Product unless it obtains the prior written consent of Party-A, which consent may be withheld in the sole discretion of Party-A.

10.3 Product Warranty.

(i) Party-A hereby warrants to Party-B that, during the Standard Product Warranty Period, Products will

a. be free from material defects in materials and workmanship, and

b. substantially conform to those Products' written specifications, as of the shipment date on the company’s website.

(ii) No Promises by Party-B. Party-B shall be solely responsible for any warranties it makes beyond Party-A's warranty under paragraph [PRODUCT WARRANTY].

(iii) Conditions of Warranty. The warranty under this section will not apply to any Product that has been operated improperly, neglected, misused, altered, abused, willfully damaged, or repaired without Party-A's approval.

(iv) Warranty Only for Party-B Benefit. The warranty under this section is solely for Party-B's benefit.

(v) No Obligations to End Users. Party-A will not be required to accept returns directly from end users, or otherwise provide warranty or other services to end users beyond its scope.

(vi) Party-B Dealings with End Users. Party-B shall handle all interactions with end users regarding warranty services and Products.

(vii) No Consequential Damages. In no event shall Party-A be liable to Party-B or any other person or entity for special, incidental or consequential damages (including, but not limited to, loss of profits, loss of data or loss of use damages) arising out of the manufacture, sale/ supplying or use of the products.

11. Limitations on Liability

11.1 Limit of Liability. PARTY-A'S LIABILITY ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLYING OF THE PRODUCTS OR THEIR USE OR DISPOSITION, WHETHER BASED UPON WARANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY PARTY-B FOR THE PRODUCTS.

11.2 No Consequential Damages. IN NO EVENT SHALL PARTY-A BE LIABLE TO PARTY-B OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLYING OF THE PRODUCTS, USE/INSTALLATION OF PRODUCTS ON VEHICLES EVEN IF PARTY-A HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

12. Indemnification

12.1 By Party-B . Party-B hereby agrees to indemnify, defend and hold harmless Party-A, its affiliates and all officers, directors, employees and agents thereof (hereinafter referred to as "Indemnitees") from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation attorneys' fees, expenses and settlement costs) (collectively, "Damages") arising out of or related to the conduct of Party-B's operations, including without limitation Damages arising out of or related to damage or injury to property or persons, or to any representations of Party-B not authorized hereunder.

13. Termination

13.1 Material Breach. Upon the occurrence of a material breach or default as to any obligation hereunder by either party and the failure of the breaching party to promptly pursue (within thirty (30) days after receiving

written notice thereof from the non-breaching party) a reasonable remedy designed to cure (in the reasonable judgment of the non-breaching party) such material breach or default, this Agreement may be terminated by the non -breaching party by giving written notice of termination to the breaching party, such termination being immediately effective upon the giving of such notice of termination.

13.2 Bankruptcy. Upon the filing of a petition in bankruptcy, insolvency or reorganization against or by either party, or either party becoming subject to a composition for creditors, whether by law or agreement, or either party going into receivership or otherwise becoming insolvent (such party hereinafter referred to as the "insolvent party"), this Agreement may be terminated by the other party by giving written notice of termination to the insolvent party, such termination immediately effective upon the giving of such notice of termination.

The Party-A in such case shall agree and abide in amicably settling the payments which are received from the Party-B against those products/Units which are remaining unsold at the hand of Party-B in the event of closure of the Party-As services.

13.3 Change of Control. Upon the occurrence of a change in control or management or operating personnel of either party (the "changed party"), which has, or in the reasonable opinion of the other party could have, a material adverse effect on the business, prospects or operations of such changed party and the failure of such changed party to promptly pursue (within sixty (60) days after receiving written notice thereof from the other party) a remedy designed to cure (in the sole judgment of the other party) the other party's objections to such change, this Agreement may be terminated by the other party by giving written notice of termination to the changed party, such termination being immediately effective upon the giving of such notice of termination.

13.4 Effective Date. The term of this Agreement shall begin as of [Date Month Year] (the "Effective Date"). The term of this Agreement shall expire in 12 months, unless terminated earlier pursuant to the terms of this Section.

13.5 Effect of Termination. In the event of a termination pursuant to any subsections 13.1, 13.2 or 13.3 above upon expiration of this Agreement pursuant to either of subsections 13.4 or 13.5 above, Party-A shall not have any obligation to Party-B, or to any employee of Party-B, for compensation or for damages of any kind, whether on account by Party-B or such employee of resent or prospective sales, investments, compensation or goodwill. Party-B, for itself and on behalf of each of its employees, hereby waives any rights which may be granted to it or them under the laws and regulations of the Territory or otherwise which are not granted to it or them by this Agreement. Party-B hereby indemnifies and holds Party-A harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by an employee, agent or representative of Party-B under any applicable termination, labor, social security or other similar laws or regulations.

13.6 Payment After Termination. Termination of this Agreement shall not affect the obligation of Party-B to pay Party-A all amounts owing or to become owing as a result of Products tendered or delivered to Party-B on or

before the date of such termination, as well as interest thereon to the extent any such amounts are paid after the date they became or will become due pursuant to this Agreement.

14. Selling Off of Inventory

Party-B shall have the right to sell off its remaining inventory of Products after termination or expiration of this Agreement; provided, however, that Party-B shall comply with all terms and conditions of this Agreement restricting such reselling activities in effect immediately prior to such termination or expiration.

15. Publicity

Party-B agrees that any publicity or advertising which shall be released by it in which Party-A is identified in connection with the Products shall be in accordance with the terms of this Agreement and with any information or data which Party-A has furnished in connection with this Agreement. Copies of all such publicity and advertising shall be forwarded promptly to Party-A for approval.

16. Modification

No modification or change may be made in this Agreement except by written instrument duly signed by Party-B and by a duly authorized representative of Party-A.

17. Assignment

This Agreement and the rights and obligations hereunder may not be assigned, delegated or transferred by either party without the prior written consent of the other party; provided, however, that Party-B's consent shall not be required with respect to any assignment, delegation or transfer by Party-A to another division of Party-A or to any affiliate of Party-A or any division of such affiliate. This Agreement shall inure to the benefit of the permitted successors and assigns of Party-A.

18. Notices

All notices given under this Agreement shall be in writing OR EMAIL and shall be addressed to the parties at their respective addresses set forth below:

If to Party-A:

StroPole Technologies Private Limited
#9/10, 2nd Floor, Begur – Hulimavu Road,
Akshayanagara,
South Bangalore 560076.

If to Party-B:

[Party B Name]

Either party may change its address or its fax number for purposes of this Agreement by giving the other party written notice of its new address or fax number. Any such notice if given or made by registered or recorded

delivery international air mail letter shall be deemed to have been received on the earlier of the date actually received and the date fifteen (15) calendar days after the same was posted (and in proving such it shall be sufficient to prove that the envelope containing the same was properly addressed and posted as aforesaid) and if given or made by fax transmission shall be deemed to have been received at the time of dispatch, unless such date of deemed receipt is not a Business Day, in which case the date of deemed receipt shall be the next such succeeding Business Day.

19. Waiver

None of the conditions or provisions of this Agreement shall be held to have been waived by any act or knowledge on the party of either party, except by an instrument in writing signed by a duly authorized officer or representative of such party. Further, the waiver by either party of any right hereunder or the failure to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, shall not be deemed to be a waiver of any other rights hereunder or any breach or failure of performance of the other party.

20. Construction of Agreement and Resolution of Disputes

20.1 Governing Law. This Agreement, which is in English, shall be interpreted in accordance with the commonly understood meaning of the words and its and performance of the parties hereto shall be construed and governed according to the laws of the State of Karnataka applicable to contracts made and to be fully performed therein.

20.2 Arbitration . Any dispute, controversy or claim arising out of or relating to this Agreement or to a breach hereof, including its interpretation, performance or termination, shall be finally resolved by arbitration. The arbitration shall be conducted by one (1) arbitrator appointed by Party-A and Party-B. The arbitration shall be conducted in English and in accordance with the rules of the High Court of Karnataka. The arbitration shall take place in the State of Karnataka, and shall be the exclusive forum for resolving such dispute, controversy or claim.

20.3 Specific Performance. Notwithstanding anything contained in Section 20.2 to the contrary, each party shall have the right to constitute judicial proceedings against the other party or anyone acting by, through or under such other party, in order to enforce the instituting party's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.

21. Confidentiality

21.1 Nondisclosure. Party-B agrees that Party-A has a proprietary interest in any information provided to Party-B by Party-A, whether in connection with this Agreement or otherwise, whether in written or oral form, which is: (i) a trade secret, confidential or proprietary information; (ii) not publicly known; and (iii) annotated by a legend, stamp or other written identification as confidential or proprietary information (hereinafter referred

to as "Proprietary Information"). Party-B shall disclose the Proprietary Information only to those of its agents and employees to whom it is necessary in order properly to carry out their duties as limited by the terms and conditions hereof. Both during and after the term of this Agreement, all disclosures by Party-B to its agents and employees shall be held in strict confidence by such agents and employees. During and after the term of this Agreement, Party-B, its agents and employees shall not use the Proprietary Information for any purpose other than in connection with Party-B's sale and distribution of the Products in the Territory pursuant to this Agreement. This Section 21.1 shall also apply to any consultants or subcontractors that Party-B may engage in connection with this obligation under this Agreement.

21.2 Exclusions. Notwithstanding anything contained in this Agreement to the contrary, Party-B shall not be liable for a disclosure of the Proprietary Information of Party-A, if the information so disclosed: (i) was in the public domain at the time of disclosure without breach of this Agreement; or (ii) was known to or contained in the records of Party-B from a source other than Party-A at the time of disclosure by Party-A to Party-B and can be so demonstrated; or (iii) was independently developed and is so demonstrated promptly upon receipt of the documentation and technology by Party-B; or (iv) becomes known to Party-B from a source other than Party-A without breach of this Agreement by Party-B and can be so demonstrated.

22. Entire Agreement

This Agreement supersedes and cancels any previous agreements or understandings, whether oral, written or implied, heretofore in effect and sets forth the entire agreement between Party-A and Party-B with respect to the subject matter hereof.

23. Force Majeure

Neither Manufacturer nor Party-B shall be liable in damages, or shall be subject to termination of this Agreement by the other party, for any delay or default in performing any obligation hereunder if that delay or default is due to any cause beyond the reasonable control and without fault or negligence of that party.

24. Compliance with Laws

Each of Party-B and Party-A covenants that all of its activities under or pursuant to this Agreement shall comply with all applicable laws, rules and regulations. In particular, but without limitation, Party-B shall be responsible for obtaining all licenses, permits and approvals which are necessary or advisable for sales of the Products in the Territory and for the performance of its duties hereunder.

25. Severability

In any provision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court. The parties shall consult and use their best efforts to agree upon a valid

and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

26. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

For Party-A,

StroPole Technologies Private Limited
#9/10, 2nd Floor, Begur – Hulimavu Road, Akshayanagara,
South Bangalore 560076.

For Party-B,

[Party B Name]