

AUTHORIZED DISTRIBUTOR AGREEMENT

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	Applicant's Name		M/s Mahaveer Music															
	Authorized Signatory		Ranbir Kumar															
	Permanent Address		Vill Puranderpur, Patna Road, PO & PS Ekanger Sarai, Sub-Div Hilsa, Distt. Nalanda, Bihar															
	Phone	9	8	7	6	5	4	3	2	1	0	PIN	8	0	1	3	0	1
	Email	Raushan2274@gmail.com																
	For Authorized Distributor										For S.U. Creations Pvt Ltd							

AUTHORIZED DISTRIBUTOR AGREEMENT

This Authorized Distributor Agreement (the "Agreement") is made at New Delhi on Friday 5th February 2016 by and between M/s S.U. Creations Private Limited (hereinafter called the "First Party" or "Company" or "SUCPL"), and M/s Mahaveer Music through it's proprietor Shri Ranbir Kumar R/o North of B.R.C. Bhawan, Village Puranderpur, Patna Road, Post Office & Police Station Ekanger Sarai, Sub-Division Hilsa, District Nalanda, Bihar-801301 (hereinafter called the "Second Party" or "Authorized Distributor") utilizing the business opportunities under HARMONICA® project.

This Agreement contains the complete terms and conditions that applied to second party participation as an Authorized Distributor under SUCPL Franchisee Program, and the establishment of Business Links from Distribution network to SUCPL.

As used in this Agreement, "we," "us", "Company" or "SUCPL" means SU Creations Private Limited, and "You," "Authorized Distributor" or "Distributor," means the SUCPL Authorized Distributor. "Network Links" individually and collectively means Distributor Network Links of people include individual or business entities within the allocated territory for which the distributor is licensed. "Authorized Distributor Program" means the program managed by or on behalf of SUCPL by which participating entities join business by investing into the HARMONICA® Project and for which a trade commission or commission is earned by the Authorized Distributor.

Distributor must agree to abide by the terms and conditions contained in this Agreement in order to participate. Distributor declares by signing this document that Distributor keeps good health & mind and have read this Agreement completely and carefully before signing and registering as SUCPL Authorized Distributor. By signing up for SUCPL, Distributor indicates acceptance of this Agreement and it's terms and conditions. If the Second Party does not accept this Agreement, must not sign and subscribe for the SUCPL Services as an Authorized Distributor.

The following agreement is summarized as follows:

- a) Distributor represents our business opportunities within the territories allocated to the Distributor may be exclusive or in-exclusive basis, to a Proprietorship or Partnership Firm, to a Private Limited or Public Limited, to a Non-Government Organisation, to a Society or Trust, with interest to join our business.
- b) SUCPL may post/email Distributor concerning new associated business programs and opportunities.
- c) Distributor will be paid commissions or referral fees, at such time as Distributor account balance is ₹5,000.0 (Five Thousand Indian Rupees) or more at any time before the 10th day of every English calendar month.
- d) All business registrations and product sales are collected and calculated by SUCPL through CRM (Customer Relationship Management) System and the physical record available with SUCPL, and will be the only valid stats used for determining commissions.

- e) Any product or service that comes under the HARMONICA® Projects.
- f) As an Authorized Distributor, Second Party can only have ONE account code. Distributor can refer and register multiple business associates or franchisees or resellers or dealers through one account, but only one account is allowed. Self-referrals for Distributor or distributor franchisees are strictly prohibited.
- g) Exclusive Distributors (those with a Non-Refundable paid fee for a sum of One Lakh Indian Rupees Only) are authorized to cater all business services within the allocated territory or district, wherever is possible and feasible within the business policies of SUCPL.
- h) Distributor physical address registered for receiving cheques or official posts MUST be Distributor's actual address.
- i) Distributor won't hold SUCPL liable for anything, a Territory or Franchisee Code unavailable or non-listed on the Website does not mean that SUCPL endorses or accepts any responsibility for issuing a franchisee/ distributor or reseller code at the particular territory Distributor looking for. It is Distributor's responsibility to take an Application NOC from the SUCPL or pre-approval.
- j) Distributor cannot use SPAMMING or using any kind of technology method for the marketing includes Email Blast, Bulk SMS etc. SUCPL cannot stress this enough therefore SUCPL will terminate Distributor account on the first offense of SPAMMING. Do not send business proposal emails or SMS to lists or groups that Distributor do not have permission to send to. A distributor is not authorized to create any kind of social group on the internet using any website or any cellular application.
- k) Distributor may place/post Brochures, Pamphlet, License, Leaflet, Magazine, Catalogue or Handouts within Distributor newsletters, in content of Distributor Network Links, or within other related contacts only after getting permission from SUCPL at every time of doing so.
- l) Authorized Distributor account that is left inactive will be removed from our CRM (Customer Relationship Management) System available on the website if there is no activity or transaction in the CRM system for consequent fifteen (15) days. An abandoned Distributor account is defined as any account that has not been logged-in for a period of sixty days, nor have any transactions been posted to that account. If one or the other of those conditions are true - the account will remain in inactive state.

NOT ALLOWED: All other uses of company's internal data or data information on the website, information available in CRM, training content, disciplinary formats or documents, draft agreements or quotations, copying or cropping or editing or modification or alterations in the documents, creative or graphics of SUCPL or it's name & style or logos are NOT allowed to use other than permitted in writing.

NOT ALLOWED: Any placement of proprietary information or creative on "Internet", "Website", "Social Network", "Public Gathering or in General" or any other "Advertising Scheme". This includes any and all 3rd party advertising platforms that use a Non-Permitted Advertisement to display or to promote ads in any form without written consent of the company.

NOT ALLOWED: Any display or creative of a project or scheme of SUCPL that isn't available in the public domain or confidential or shared under non-disclosure article.

- m) Failure to abide by any of these rules described here under this agreement could mean immediate termination from a given franchisee program, or from SUCPL completely with a complete forfeit of commissions and returns of investments if any.
- n) Fraud is a serious offense, and will be treated as such. Fraud is defined as any action that intentionally attempts to create sales, leads, or click-through using robots, frames, iframes, scripts, documents, literature, presentations, computer files, emails, audio clip, video clip or manually "misrepresentation" of business or projects, for the sole purpose of creating commissions or income or profit of any kind direct or indirect. ANY ATTEMPT OF FRAUD OR FRAUD WILL RESULT IN MEMBERSHIP TERMINATION AND VOIDED COMMISSIONS AND COMPLETE INVESTMENTS INCLUDE FEES AND DEPOSITS WITH SUCPL.
- o) Distributor cannot refer him/herself as an Employee/ Manager/ Official Representative/ Agent with SUCPL and receive commission.

1. DEFINITIONS

- 1.1 **Performance Marketing:** Occurs when Authorized Distributor generates Business with SUCPL of any kind include sales of product or service, subscription of Reseller or Dealer codes within the HARMONICA® project and the company pays a commission or other reward for those profits resulting in a measurable action such as a Closed Sale, Lead, Subscription, or other Investment.
- 1.2 **DISTRIBUTOR:** Means an individual or business generating their own links and thus rewarded for legitimate sales, leads, subscriptions, or other measurable investments while keeping an Active Authorized Distributor License Code issued by SUCPL. Distributor uses SUCPL to facilitate relationships with investors as well as gain tracking, reporting, and receipt of commission payment.
- 1.3 **FRANCHISEE:** Means an individual or entity selling product or services on a commission or bounty for legitimate product sales, leads, subscriptions, or other measurable investments by anyone. Franchisees use SUCPL facilitate relationships as well as gain tracking, reporting, and issuance of commission payment.

- 1.4 **PROSPECTS:** Means any person, entity or institution that shows interest in SUCPL projects or approached for the same by anyone in SUCPL including an Authorized Distributor.
- 1.5 **SALE COMMISSION:** Means the profit margin that SUCPL sets and agrees to pay for product sales, leads, subscriptions, or other measurable investments done or referred by an authorized franchisee, Authorized Distributor, Reseller or by any other certified individual or entity that results in a sale of a product or service. The sale could occur at any time within the designated territories or through website but limited to the authorization to sell. The Sales commission will be paid as per **Annexure-A** enclosure of this agreement and may change at any time upon a notice.
- 1.6 **LEAD COMMISSION:** Means the profit margin that SUCPL sets and agrees to pay to Authorized Distributor for referred prospects that have purchased a business license within thirty (30) days from the date of online registration. Such an action could include filling out a franchisee application form or other mechanism to identify potential business prospect. Lead Commission charter is defined in the enclosed **Annexure-B** of this agreement. The action could occur at the time of the subscription of Franchisee License or at a later time not to exceed thirty (30) days.
- 1.7 **ROYALTY COMMISSION:** Means the profit margin that SUCPL sets and agrees to pay for a valid sale from an Distributor down-in-the-line channel Franchisee that results in the Franchisee's CRM account being successful sale to the customer. Royalty is deemed valid when it meets certain criteria as defined in the **Annexure-C**, which criteria may change from time to time upon notice.
- 1.8 **PROFIT MARGIN:** Means the amount of sale commission, lead commission, or royalty commission SUCPL agrees to pay for Authorized Distributor's measurable and successful action. The Profit Margin is defined as either a percentage of a total sale amount, or as a set bounty (flat rate) per action.
- 1.9 **COMMISSION:** Means the amount of sale commission, lead commission, or royalty commission SUCPL agrees to pay for Authorized Distributor's measurable and successful action. The Profit Margin is defined as either a percentage of a total sale amount, or as a set bounty (flat rate) per action.
- 1.10 **LINK:** Means a Direct contact to an individual or a business entity or a company or an Organization known to an Authorized Distributor or approached by him/her, when subscribed, sends a business license or registration form through valid network and redirection of SUCPL.
- 1.11 **VOID:** Means cancellation of a transaction of any kind and/or reversal of profit margin previously earned for a sale, lead, or royalty that is later rescinded or corrected by the customer, Franchisee, Authorized Reseller, Agent or by anyone referred by the Authorized Distributor. SUCPL may VOID transactions that are fraudulent, or in the case of returned merchandise, duplicate transactions, or other valid reasons.

1.12 DISTRIBUTOR ACCOUNT: Means a specific account within the Service, where Commissions are credited including the CRM (Customer Relationship Management) account provided by the SUCPL.

2. THE SERVICE

SUCPL has developed and operates a service (the "Service") which allows Authorized Distributors to participate in Performance Marketing programs. As an Distributor of SUCPL, the Distributor will be establishing arrangements with third party individual or organizations, called Franchisees, sub-contractors, authorized agents, Distributors, resellers, distributors etc. All business contracts and relationships established by the direct effort of Authorized Distributor or referred by Authorized Distributor will be conducted and managed through the Service.

3. DISTRIBUTOR PAYMENT

Distributor will receive a Commission for sending a authorized sales, leads, and/or royalty via Distributor Links or reference. In order to place reference, Distributor must first be permitted by SUCPL to become an Authorized Entity for that business program or project. Distributor understands that the profit margin amount may be changed at any time. This information is also available to Distributor at the SUCPL Member's Area at CRM. Distributor is responsible for determining if the profit margin for a Lead Distributor have placed on CRM has changed or been discontinued. Distributor receives the Commission from SUCPL. Payments are made automatically on the Tenth (10th) day of each month when Distributor account balance reaches a sum of Rs.5,000.0 (Five Thousand Indian Rupees Only) or more for the previous month's transactions. Money credited to Distributor Account does not accrue interest of any kind and shall be subject to deduction of applicable charges or taxes if applied. In the event of a VOID transaction on Authorized Distributor's account, SUCPL may recover from Distributor the corresponding Commission previously credited to Distributor Account. The VOID Commission will be immediately deducted from Distributor Account balance. In the event that Distributor Account balance is less than the VOID Commission, the VOID Commission will be deducted against Distributor's future earnings or from the security deposited by Distributor (if any). Distributor will NEVER be asked to send money to SUCPL unless it can be managed.

4. SERVICE AND SUPPORT

SUCPL will provide support for the Services as indicated in the **Annexure-D**.

5. EMAIL CONTACT

SUCPL reserves the right to send e-mail to Distributor for the purposes of informing Distributor of applicable changes or additions to the Service or any SUCPL related products and services. Therefore, it is published in the CRM and keeping update to a Distributor is the duty of Authorized Distributor him/herself. Authorized Distributor must be provided an official email address to promote the business and to communicate for marketing purpose and all related updates will be sent to this official email address only.

6. CHANGES TO THE SERVICE

SUCPL reserves the right to change, modify, add or remove portions of this Agreement at any time and may add to, change, suspend or discontinue any aspect of the Service at any time. In the event of any material change, SUCPL will notify Distributor via registered e-mail, newsletter or the SUCPL Information Portal (<http://ip.SUCPLgroup.com>) at least 7 days prior to any such changes taking effect, at which time Distributor may either agree to such changes or withdraw from the Service.

7. REGISTRATION

To sign up as an Authorized Distributor of SUCPL and to use the Service as an Distributor, the authorised signatory of the Distributor must be at least 24 (Twenty Four Only) years old of age, and holds a valid PAN (Permanent Account Number) issued in India, which must be produced to SUCPL and linked to Authorized Distributor's current or savings bank account registered with SUCPL.

8. ACCEPTED USE

Distributor represents to SUCPL that all content Distributor provides to the Service is solely owned by Distributor or provided by Distributor with the express authority of the Company Distributor represent, does not infringe upon any other individual's or organization's rights (including, without limitation, intellectual property rights) and is not defamatory, libellous, unlawful or otherwise objectionable. Distributor shall not provide, promote, distribute, place or otherwise publish as an Authorized Distributor of the Service any content, or Website that includes information and content, which is libellous, defamatory, obscene, pornographic, abusive, and fraudulent or violates any law. As SUCPL may not review all information provided by Distributor, Distributor shall remain solely responsible for the content, print material or electronic data including and website links shared or distributed by Distributor. An Distributor may not artificially inflate enquiries to SUCPL using any device, program, robot or other means, including but not limited to duplicate or fake or falsifying applicants or dummy prospects. Distributor may not promise to anyone of subletting as code-share of a franchisee or distribution or reseller code for any purpose and/or submit multiple leads to Distributor CRM dashboard or on the SUCPL website or in office.

Applications and business enquiries placed must be done in such a way that it is not misleading to company or any officer of SUCPL and done with the intention of delivering valid sales, leads, or investment to the related Franchisee for the subscription.

Points or reward programs for lead programs are NOT allowed. SUCPL RESERVES THE RIGHT TO DEEM ANY APPLICANT INAPPROPRIATE AND TERMINATE THE APPLICATION. If Distributor are terminated or not authorised for a particular Service, SUCPL has the right to withhold money that Distributor earned within the Service or money that Distributor owe within the Service and Distributor will not be allowed to re-join SUCPL.

9. NON-DISCLOSURE

Authorized Distributor acknowledges that in the course of this Agreement it shall have access to confidential and proprietary information ("Confidential Information")

of the company. Authorized Distributor agrees not to disclose or disseminate the Confidential Information without company's prior express written consent. The term "Confidential Information" shall not include information that is or becomes part of the public domain through no action or omission of SUCPL, that becomes available to Authorized Distributor from third parties without knowledge by SUCPL of any breach of fiduciary duty, or that Authorized Distributor had in its possession prior to the date of this Agreement. SUCPL does not collect information about a Franchisee's customer transactions, other than what is passed to us through the installed tracking code and displayed on Distributor own transaction reports in the CRM. Any information that SUCPL receives is used solely for tracking and Commission payment purposes. SUCPL reserves the right to be able to utilize this data in aggregate to analyse Service trends, monitor Service efficiencies, and perform such other analysis as SUCPL deems appropriate.

Each of the parties here to agrees that all information including, without limitation, the terms of this Agreement, business and financial information, SUCPL and vendor lists, and pricing and sales information, shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party any obligation of confidentiality to the discloser hereunder.

Notwithstanding the foregoing, each party is hereby authorized to deliver the copy of any such information (a) to any person pursuant to a valid subpoena or order issued by any court of India or administrative agency of competent jurisdiction, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation, the applicable acts of law, as amended, and the rules and regulations promulgated there under.

10. OWNERSHIP AND LICENSES

The Authorized Distributor is granted a non-exclusive, limited, revocable right to use Company's provided trademarks and creative. All images, technology and content provided for Distributor use is and shall remain the sole property of SUCPL, and no part thereof shall be deemed assigned or licensed to Distributor except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, trade names and service marks related to the foregoing shall remain sole property of SUCPL, including rights in and to any derivatives thereof. Distributor may not modify the trademarks, creative, banners, the content or any of the images provided to Distributor in any way.

SUCPL may immediately terminate Distributor license to use the marks if the SUCPL reasonably believes that such use dilutes, tarnishes or blurs the value of their marks. Distributor acknowledge that Distributor use of the marks will not create in Distributor, nor will Distributor represent that Distributor have, any right, title or interest in or to the marks other than the license granted by the Franchisee above. Distributor will not challenge the validity of or attempt to register any of the marks or Distributor interest therein as a licensee, nor will Distributor adopt any

derivative or confusingly similar names, brands or marks or create any combination marks with the marks. Distributor acknowledges the Franchisee's ownership and exclusive right to use the marks and agree that all goodwill arising as a result of the use of the marks shall inure to the benefit of the Franchisee.

11. REPRESENTATIONS

SUCPL makes no representations whatsoever about any other program which Distributor may access through the Service. In addition, a link to a non-SUCPL project website does not mean that SUCPL endorses or accepts any responsibility for the content or the use of such Website.

12. NONASSIGNABILITY

SUCPL may assign this Agreement to any successor or Associate upon notice to the other party and mutual agreement between both the parties.

13. FORCE MAJEURE

SUCPL shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labour conditions, earthquakes or any other cause which is beyond the reasonable control of SUCPL.

14. JURISDICTIONAL ISSUES

This Agreement shall be governed by Laws of India. The exclusive forum or arbitration for any actions brought in connection with this Agreement shall be in the state and courts at Delhi in India and Distributor consent to such jurisdiction.

15. MISCELLANEOUS

This Agreement represents the complete agreement concerning this license and may be amended only by writing executed by both the parties. THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY DISTRIBUTOR IS EXPRESSLY MADE CONDITIONAL ON DISTRIBUTOR ASSENT TO THE TERMS SET FORTH HEREIN, AND NOT THOSE IN DISTRIBUTOR PURCHASE ORDER. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

16. REPORTS AND AUDIT

Payments hereunder will be accompanied by reports of sales for which Referral or Commission Fees are payable. Distributor will have the right to have a certified chartered accountant, acceptable to SUCPL, examine company's applicable books and records as are necessary to verify the accuracy of payments made to Distributor under this Agreement. Distributor are entitled to conduct such an audit only during normal business hours, at Distributor expense, upon reasonable notice, no more frequently than once per financial year, and no later than thirty (30) days following the end of the Term or termination of this Agreement.

17. REPRESENTATIONS AND WARRANTIES; LIMITATION OF LIABILITY

The Service, its operation, its use and the results of such use shall be performed in a workmanlike manner. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO

APPLICABLE LAW, SUCPL DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FRANCHISEEABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE, ITS USE AND THE RESULTS OF SUCH USE. WITHOUT LIMITING THE FOREGOING, SUCPL SPECIFICALLY DISCLAIMS ANY WARRANTY (A) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, (B) THAT DEFECTS WILL BE CORRECTED, (C) THAT THE COMPANY'S BUSINESS POLICIES AND SYSTEM WILL BE SUFFICIENT, OR (E) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSION MAY NOT APPLY TO DISTRIBUTOR. The SUCPL will make reasonable commercial efforts to keep its transaction service operational during normal business hours within the applicable territory or market. However, certain difficulties may come, from time to time, result in temporary service interruptions. Authorized Distributor understands and acknowledges that it is normal to have a certain amount of money as security deposit and further agrees not to hold the SUCPL liable for any of the consequences of such interruptions. SUCPL SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF ANY FRANCHISEE OR DISTRIBUTOR OF DISTRIBUTOR OR AUTHORIZED RESELLER STOCKS OR GOODS OR MATERIAL THROUGH ACCIDENT, FRAUDULENT MEANS OR DAMAGE. SUCPL SHALL HAVE NO LIABILITY WITH RESPECT TO FRANCHISEE OBLIGATIONS HEREUNDER OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF SUCPL HAS BEEN NOTIFIED OF SUCH DAMAGES. ANY LIABILITY OF SUCPL HEREUNDER SHALL BE LIMITED TO THE REVENUE EARNED BY FRANCHISEE AS A DIRECT RESULT OF THIS AGREEMENT.

SUCPL OR ITS SUBSIDIARIES OR VENDORS OR SUPPLIERS SHALL NOT BE LIABLE TO DISTRIBUTOR OR ANY OTHER PERSON FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OF OR INABILITY TO USE THE SUCPL SERVICE OR ANY INFORMATION PROVIDED IN THE PRINT MATERIAL OR ON THE SUCPL WEB SITE OR ANY OTHER HYPERLINKED WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF SUCPL OR A SUCPL AUTHORIZED REPRESENTATIVE OR EMPLOYEE OR DIRECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE PRINT CONTENT OR ON WEBSITE OR ANY EMAIL. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSION MAY NOT APPLY TO DISTRIBUTOR. IN SUCH JURISDICTIONS, SUCPL'S LIABILITY IS LIMITED TO a sum of Rs.5,000.0 (*Five Thousand Indian Rupees Only*) or 10 (Ten) percent of the Non-Refundable Investment amount (if any) whichever is higher. THIS PARAGRAPH WILL SURVIVE THE FAILURE OF ANY EXCLUSIVE OR LIMITED REMEDY.

DISTRIBUTOR HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS SUCPL AND OUR SUBSIDIARIES AND DISTRIBUTORS, AND THEIR DIRECTORS, ASSOCIATES, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, PARTNERS, MEMBERS, AND OTHER OWNERS, AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, JUDGMENTS, SETTLEMENTS, COSTS, AND EXPENSES

(INCLUDING REASONABLE ATTORNEYS' FEES) (ANY OR ALL OF THE FOREGOING HEREINAFTER REFERRED TO AS "LOSSES") INsofar AS SUCH LOSSES (OR ACTIONS IN RESPECT THEREOF) ARISE OUT OF OR ARE BASED ON (I) ANY CLAIM THAT OUR USE OF THE DISTRIBUTOR TRADEMARKS INFRINGES ON ANY TRADEMARK, TRADE NAME, SERVICE MARK, COPYRIGHT, LICENSE, INTELLECTUAL PROPERTY, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY, (II) ANY MISREPRESENTATION OF A REPRESENTATION OR WARRANTY OR BREACH OF A COVENANT AND AGREEMENT MADE BY DISTRIBUTOR HEREIN, OR (III) ANY CLAIM RELATED TO DISTRIBUTOR CODE, INCLUDING, WITHOUT LIMITATION, ITS DEVELOPMENT, OPERATION, MAINTENANCE AND CONTENT THEREIN NOT ATTRIBUTABLE TO SUCPL.

SUCPL WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AUTHORIZED FRANCHISEE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE DISTRIBUTOR PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO DISTRIBUTOR UNDER THIS AGREEMENT DURING THE PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Each of us hereby represents and warrants that:

- 19.1** That it has full power and authority to enter into this Agreement and to perform its obligations hereunder;
- 19.2** That it has obtained all permits, licenses, and other governmental authorizations and approvals required for its performance under this Agreement;
- 19.3** That the services to be rendered by each of us under this Agreement neither infringe nor violate any patent, copyright, trade secret, trademark, or other proprietary right of any third party.
- 19.4** SUCPL will remain solely responsible for the operation of the HARMONICA® Project, and Distributor will remain solely responsible for the operation of Distributor. Each party acknowledges that their respective business may be subject to temporary downtime due to some reasons and in the supply chain due to causes beyond their reasonable control subject to the specific terms of this Agreement, retains sole right and control over the import, shipping and trade of transactions over its respective territory or service area.
- 19.5** EACH PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING (i) THE AMOUNT OF SALES THAT SUCPL AND ITS NETWORK OF AUTHORIZED RESELLERS AND DISTRIBUTORS MAY GENERATE DURING THE TERM, AND (ii) ANY ECONOMIC OR OTHER BENEFIT THAT THE OTHER PARTY MIGHT OBTAIN THROUGH ITS PARTICIPATION IN THIS AGREEMENT.

19.6 NEITHER SUCPL NOR AUTHORIZED DISTRIBUTOR WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF THIS AGREEMENT. SUCPL'S ENTIRE LIABILITY ARISING FROM THIS AGREEMENT WHETHER IN CONTRACT OR TORT, WILL NOT EXCEED THE AMOUNTS PAYABLE TO DISTRIBUTOR HEREUNDER.

18. FULFILMENT AND POLICY

SUCPL and its Authorized Resellers and Distributors will be solely responsible for fulfilling all orders for its products and payment processing, and customers who buy products through the Authorized Distributor will be deemed customers of SUCPL and/or its Authorized Resellers and Distributors only. Accordingly, all rules, policies, operating procedures and information concerning customer orders and sales will apply to those customers, including our rules of privacy and confidentiality. We may change our policies and operating procedures at any time, without notice.

19. INTELLECTUAL PROPERTY RIGHTS

SUCPL hereby grants to Distributor during the Term a non-exclusive, non-transferable, royalty-free license to establish hyperlinks between Distributor's and SUCPL's Websites and to create Distributor business profile on the Project's official website or to use SUCPL's trade names, logos, trademarks and service marks (the "SUCPL Marks") on Distributor website (if any) or business card solely as is reasonably necessary to establish and promote business and to otherwise perform Distributor obligations under this Agreement; provided, however, that any other promotional materials or usages containing any of the SUCPL Marks will be subject to SUCPL's prior written approval.

Distributor hereby grant to SUCPL during the Term, a non-exclusive, non-transferable, royalty-free license to establish hyperlinks between Distributors and our business network or on the websites and to use Distributor name, contact details, identity including pictures, audio or video clip, trade names, logos, trademarks and service marks (the "Distributor Marks") solely as is reasonably necessary to establish and promote such hyperlinks or public profile and to otherwise perform our obligations under this Agreement; provided, however, that any other promotional materials or usages containing any of the Distributor Marks will be permitted and shall not be subject to Distributor prior written approval.

Except as set forth above, Distributor and we each reserve all right, title and interest in respective intellectual property rights (e.g., patents, copyrights, trade secrets, trademarks and other intellectual property rights). Use of the other's marks except as set forth herein is strictly prohibited.

20. INDEMNIFICATION

Distributor hereby agree to indemnify, defend and hold harmless SUCPL and Authorized Resellers, Distributors, directors, officers, employees and agents of SUCPL, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorney's fees) relating to the operation of our business or project, a breach of our obligations under this Agreement, or the

violation of any third party intellectual property rights of editorial content or other materials provided by us for display to Distributor.

Distributor hereby agree to indemnify and hold harmless SUCPL and Our subsidiaries or Group companies and Distributors, and their directors, officers, employees, agents, resellers, distributors, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that Our use of the Distributor Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by Distributor herein, or (iii) any claim related to Distributor site, including, without limitation, its development, operation, maintenance and content therein not attributable to SUCPL.

21. ENROLMENT IN THE DISTRIBUTOR NETWORK

To begin the enrolment process, Distributor must submit a completed Registration Form. The Signup Form can be found at <http://Sucpl.com/ber>.

We will evaluate Distributor applications in good faith and will notify Distributor of application acceptance or rejection in a timely manner. SUCPL may reject Distributor application if SUCPL determine (in it's sole discretion) that Distributor referral applicant is unsuitable for it's Business or HARMONICA® Project for any reason, including, but not limited to, inclusion of content that is, in Our opinion, unlawful or otherwise does not meet our Acceptable Use Policy located at <http://Sucpl.com/legal>

If SUCPL rejects any of Distributor referral application, for any reason, Distributor may not reapply furnishing the same information of the applicant who has already been rejected nor may Distributor reapply using a different Program name then add the previously rejected applicant. SUCPL in its sole discretion, reserves the right to notify or not to notify any prospective applicants of their rejection of application at SUCPL at any time.

22. ORDER PROCESSING

We will process orders placed by Customers/ Authorized Distributors, Authorized Resellers/ Dealers or by any other in the CRM portal or through the SUCPL eCommerce Portal created at <http://Sucpl.com>. SUCPL reserves the right, in its sole discretion, to reject orders that do not comply with certain requirements that SUCPL may establish from time to time. All aspects of order processing and fulfilment, including SUCPL service, cancellation, processing, refunds and payment processing will be company's responsibility. SUCPL will track the Qualified Purchases generated under Distributor referral code or business network by Distributor referred resellers or distributors and will make this information available to Distributor through our CRM or website. To permit accurate tracking, reporting, and Commission accrual, Distributor must ensure access to Distributor CRM account on regular and everyday basis.

23. COMMISSIONS AND REFERRAL FEES

SUCPL will pay Distributor referral fees ("Referral Fees") equal to a percentage of the aggregate Net Proceeds received from the sale of Qualifying Purchases actually made from SUCPL and its network of Authorized Resellers and Dealers only. The term "Qualifying Purchases" will mean all Business Licenses and other products that are purchased by end user through Authorized Resellers and Dealers only following SUCPL eShop (ecommerce portal under referral code) or through a CRM sale.

Referral Fees will not be payable on sales otherwise made from SUCPL through any other Authorized Resellers and Dealer does not registered under the referral code of the said Authorized Distributor as described under this agreement. The term "Net Proceeds" will mean the gross proceeds received by SUCPL through an Authorized Resellers and Dealers only from the sale of Qualifying Purchases on SUCPL's network of Authorized Resellers and Dealers only, less costs and expenses attributable to taxes, shipping and handling, fraud and bad debts, duties, gift wrapping and credit card processing. Each Referred Customer and each Qualified Purchase must meet the following criteria (the "Criteria"):

- A. Each Referred associate or reseller or dealer or sale must be a new and unique to SUCPL and must register by completing and submitting the Registration Form or the purchase form available on the ecommerce portal using a valid and unique account and billing information duly with Distributor 12-digit Referral Agent Code.
- B. Commission may not be paid for a Referred Customer that has transferred from any of our partners or subsidiaries or a customer who has not produced Distributor Referral Agent Code at the time of placing an order or registering the application.
- C. Each Referred Customer or applicant must make a qualified subscription or Purchase, and provide a valid payment for the purchased SUCPL Products or Services or License. To generate a Commission Fee for Distributor, each Referred Customer or applicant must be an active, qualified customer of SUCPL and must be up-to-date in all payments at the time the Referral Fee or Commission are processed and not have been subject to a void, pending, partial, refund, credit, cancellation, suspension or chargeback.
- D. Each Referred Customer or application must sign up in a manner, which in our sole judgment, definitively establishes that the Referred Customer or application was referred directly from Distributor to SUCPL under this Agreement.
- E. Each Referred Customer or applicant must remain in compliance with our Terms of Service, Acceptable Use Policy and other policies that are active at the time the Commission Fees are processed.
- F. Commission Fees may not be paid for the Qualified Purchase if the Referred Customer has been offered or received value vouchers, coupons, refunds, credits or discounts from SUCPL or if the Referred Customer has joined a business-opportunity program (as determined by SUCPL in its sole discretion) that is managed or participated in by the Distributor, unless SUCPL has provided its prior written permission.

- G. If a Referred Customer or application has received an invoice with a discounted offer, during their purchase or registration, SUCPL will NOT pay commissions on such purchase.

SUCPL reserves the right to withhold initial Referral Fees or Commissions for Authorized Resellers who are new to the Authorized Distributor Program, or who have commissions that are potentially fraudulent as determined by SUCPL in its sole discretion, to determine the legitimacy and cancellation rates of Referred Customers.

SUCPL reserves the right to suspend payment of Referral Fees or Commission at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms in this Agreement by the Distributor or a Referred Customer(s). SUCPL reserves the right to deduct from Distributor's investment, security deposits, current and future Commission Fees any and all Commission Fees corresponding to any fraudulent, questionable, and cancelled SUCPL purchases. Where no subsequent Commission Fee is due and owing, SUCPL will send Distributor a bill for the balance of such refunded purchase upon termination of the program or termination of the Referred Customer.

SUCPL, in its sole discretion, reserves the right to withhold indefinitely any Commission Fee, and/or to reverse, deny or reject any Commission Fee, for:

- H. Any account/sale which has not been in an approved status in good standing as an account of SUCPL for a period of at least thirty (30) days.
- I. All commissions generated for accounts that may be fraudulent, including but not limited to the use of software that generates real and fictitious information.
- J. If SUCPL deem orders to be fraudulent or see a pattern of potentially fraudulent activity, including, without limitation, where there are multiple accounts from the same customer, or referral of accounts which do not comply with this Agreement. SUCPL review account information (including site content) to assess referrals.
- K. Altering Our Links and Terms in any way.
- L. Referred Customers that have been offered or received value vouchers, coupons, refunds, credits or discounts from the SUCPL or Distributor or for Referred Customers who have joined a business opportunity program that is managed or participated in by the Distributor, unless SUCPL has provided written permission.
- M. Authorized Distributors whom SUCPL believes may be artificially submitting Referred Customers, engaging in the advertisement of business-opportunity promotional sites (as determined by SUCPL in its sole discretion), using marketing practices that we deem to be unethical or likely to attract fraudulent signups and/or signups with a very low likelihood of renewal.

SUCPL reserves the right to immediately cancel or withhold for later review any Commission or Referral Fee based on the foregoing or that otherwise fails to meet the Criteria. It is the responsibility of the Authorized Distributor to monitor the payment, denial and withholding of Commission Fees; SUCPL is not obligated to actively notify Distributors of the status of Commission or Referral Fees. If an

Authorized Distributor has a question about a Commission or Referral Fee that has been cancelled or withheld, that Authorized Distributor has 30 days from the day the payment was due to contact SUCPL to discuss or reclaim the Commission or Referral Fee. Any changes to decisions about cancelled or withheld Commission Fees are strictly at SUCPL' discretion.

Commissions for any Referred Customer or Application which is associated with any SUCPL reseller, distributor or other program may be removed from Distributor payment. In other words, Distributor may not receive double commissions or compensation.

In the event that the Referred Customers or application that are referred to SUCPL by a specific Distributor are determined to have an excessive cancellation rate (as determined by SUCPL in its sole discretion), SUCPL reserves the right to withhold or decline pending and future Commission or Referral Fees for the Authorized Distributor.

Any attempt by an Authorized Distributor to manipulate, falsify or inflate Referred Customers or applications, Qualifying Purchases or Commission or Referral Fees to intentionally defraud SUCPL or violation of any of the terms of this Agreement constitutes immediate grounds for SUCPL to terminate this Agreement and will result in forfeiture of any Commission or Referral Fees or Security Deposits or any other dues to Distributor.

24. PAYMENT SCHEDULE

Referral fees and commissions will be payable within thirty (30) days from the end of each calendar month. If during any calendar month of the Term Distributor referral fees do not exceed rupees five thousand (Rs.5,000.0), then Distributor will not receive payments or reports until following the calendar month during which Distributor aggregate referrals fees equal or exceed above said amount or until the termination of this agreement, whichever occurs earlier.

SUCPL is not responsible for any third-party fees charged by Government, bank or other financial institute used to receive Distributor Commission or Referral Fees.

Cheque payments will only be reissued within 90 days of original issue date in the case of a lost check or stop-payment request. After 90 days, the payment will be voided. Cheque cancellation fees may be applied.

NEFT/RTGS payments will only be reissued within 30 days of original issue date in the case of incorrect IFSC or refusal from Bank to accept payment.

Distributor can update or change desired payment form at any time by updating Authorized Distributor Profile created in the CRM. Changes to desired payment form may take up to one profit margin cycles to take effect.

SUCPL, in its sole discretion, reserves the right to modify the terms of this Commission payment method or schedule at any time. Such changes shall take effect when posted.

Authorized Distributor has access to SUCPL's real-time Authorized Distributor Program statistics and activity and specifically agrees to CRM records any tracking or commission disputes as well as any other disputes and discrepancies within 45 days after the end of the month in which the sale or event that is disputed occurred. Disputes filed after 45 days of the date on which the Qualified Purchase occurred will not be accepted by SUCPL and Distributor forfeits forever any rights to a potential claim.

25. TAXES/ADDRESS CHANGES

It is Distributor responsibility to provide SUCPL with accurate tax and payment information that is necessary to issue a Commission or Referral Fee to Distributor. If SUCPL does not receive the necessary tax or payment information within 30 days of a Qualified Purchase which would otherwise trigger Commission or Referral Fees, the applicable commissions shall not accrue and no Commission or Referral Fees will be owed with respect to such Qualified Purchase.

Each Distributor is required to submit Permanent Account Number, Service Tax Number, TAN and/or VAT number whichever is applicable.

Authorized Distributor is responsible for the payment of all taxes related to the commissions Distributor receive under this Agreement. In compliance with Indian tax laws, SUCPL will issue a Form-16A to Distributors whose earnings meet or exceed the applicable threshold.

Authorized Distributor is responsible for informing SUCPL about changes to postal and e-mail addresses, as well as any changes to Distributor name, email address, contact information, tax identification number, or other personal information that will impact SUCPL's ability to issue a valid Commission payment.

Any address changes must be made in the Authorized Distributor's profile in the Distributor CRM account at least 15 business days prior to the end of the calendar month in order for Commission or Referral Fees for that month to be sent to the revised address.

26. REPORTS OF QUALIFIED PURCHASES

Authorized Distributor may log into Distributor CRM Account to review Distributor business through and potential Qualified Purchases statistics on a daily basis. The potential Qualified Purchases shown in this report have not been reviewed to confirm they meet all criteria for Qualified Purchases. As such, Commission or Referral Fees may not be issued on all Referred Customers that appear in the Distributor CRM account.

27. SUCPL RESPONSIBILITIES

SUCPL will be responsible for providing all information necessary to allow Distributor to make appropriate business links from Distributor network of people. SUCPL will solely be responsible for order processing for orders/Qualified Purchases placed by a Referred Customer following a referral code of Distributor's, for tracking the volume and amount of Qualified Purchases generated by Authorized

Distributor Code, and for providing information to Distributors regarding Qualified Purchases statistics. SUCPL will be solely responsible for all order processing, including but not limited to payment processing, cancellations, refunds and related SUCPL service. Any determination made by SUCPL regarding the foregoing shall be binding absent manifest error.

28. POLICIES AND PRICING

Referred Customers who buy SUCPL Licenses, Products and Services through the Authorized Distributor's network will be deemed to be SUCPL Customers. Accordingly, all of SUCPL's rules, policies, and operating procedures concerning SUCPL orders, SUCPL services, and SUCPL Products and Services sales will apply to those Customers. SUCPL may change its policies and operating procedures at any time. For example, SUCPL will determine the prices to be charged for a Products and Services sold under the Authorized Distributor's Network in accordance with SUCPL pricing policies. Prices and availability of SUCPL Products and Services may vary from time to time, from Distributor to Distributor, and from region to region or territory to territory. Because price changes may affect products that Distributor have listed under Distributor Code, Distributor may or may not be able to include price information in product descriptions. SUCPL will use commercially reasonable efforts to present accurate information, but SUCPL cannot guarantee the availability or price of any particular product or service. Please note that by signing up to be an Authorized Distributor, the Distributor agrees to both this Agreement and Our Terms of Services available on the website.

29. E-MAILS AND PUBLICITY

Distributor shall not create, publish, transmit or distribute, under any circumstances, any bulk electronic mail/messages (also known as "SPAM") without prior written consent from SUCPL for each and every day when any bulk mailing/messaging will occur. SUCPL, in its sole discretion, reserves the right to reject each and every e-mail mailing. Additionally, Distributor may only send e-mails containing SUCPL Distributor Links and or a message regarding SUCPL or SUCPL's Distributor Program to person(s) who have been previously contacted and whom consented to the fact that the Distributor will be sending an e-mail containing SUCPL information or information about the SUCPL Distributor Program. Failure by Distributor to abide by this section, shall be prosecuted under the breach of policies and our Anti-Spam Policy, in any manner, will be deemed a material breach of this Agreement by Distributor and foreclose any and all rights Distributor may have to any commissions. If Distributor account has excessive email transactions through an unauthorized email as determined by SUCPL in its sole discretion, the Distributor relationship may be terminated for no other reason whatsoever.

30. LICENSES AND USE OF THE SUCPL.COM NAMES, LOGOS AND TRADEMARKS.

Subject to the limitations set forth above and otherwise in this Agreement, SUCPL grants Distributor a non-exclusive, non-transferable, revocable license to (i) access our website through the links solely in accordance with the terms of this agreement and (ii) solely in connection with such links, to use the <http://Sucpl.com> trademark and logo and similar identifying material relating to us (but only in the form(s) that they are provided by us) (collectively, the "Licensed Materials"), for the sole purpose of selling SUCPL Products and Services from Authorized Distributor Code and as

approved in advance by SUCPL. Distributor may not alter, modify, or change the Content Materials in any way. Distributor is only entitled to use the Content Materials to the extent that Distributor are a member in good standing of the SUCPL Distributor Program.

Distributor shall not make any specific use of any content material or information of SUCPL for purposes other than selling SUCPL Products and Services, without first submitting a sample to SUCPL and obtaining the express prior written consent of Distributor SUCPL account executive, which consent shall not be unreasonably withheld. Distributor agree not to use the proprietary information and content materials in any manner that is disparaging or that otherwise portrays SUCPL, any authorized or associate member of SUCPL or any SUCPL employee or representative in a negative light. SUCPL reserves all rights in the proprietary information and content materials and of its other proprietary rights. SUCPL may revoke Distributor license at any time, by giving Distributor written notice. If not revoked, this license shall terminate upon expiration or termination of this Agreement.

Distributor grant to SUCPL a non-exclusive license to utilize Distributor names, titles, logos, and any other information produced or submitted to SUCPL as the same may be amended from time to time (the "Distributor Trademarks"), to advertise, market, promote, and publicize in any manner Our rights hereunder; provided, however, that SUCPL shall not be required to so advertise, market, promote, or publicize the Distributor Trademarks. This license shall terminate upon the expiration or termination of this Agreement.

31. TERM OF THE AGREEMENT

The term of this Agreement will begin upon acceptance of Authorized Distributor's Application by SUCPL and will end when terminated by either party. Either Distributor or SUCPL may terminate this Agreement at any time, with or without cause. Distributor are only eligible to earn Commission or Referral Fees on Qualified Purchases occurring during the term, and Commission or Referral Fees earned through the date of termination will remain payable only if the orders for the related SUCPL Products and Services are not cancelled and comply with all Terms laid out in this Agreement. SUCPL may withhold Distributor final payment of Commission or Referral Fees for a reasonable time to ensure that all Qualified Purchases are valid and payment from Referred Customers are legitimate as determined by SUCPL in its sole discretion.

Any Authorized Distributor who violates either this Agreement or SUCPL's Terms and Conditions will immediately forfeit any right to any and all accrued Commissions or Referral Fees and will be removed from the SUCPL Distributor Program.

SUCPL reserves the right to remove an Authorized Distributor from the Authorized Distributor Program, and to terminate or suspend this Agreement, at any time for any reason, in its sole discretion.

Without limitation, Distributor's participation in the Program, and this Agreement, shall be deemed automatically terminated immediately and all commissions forfeited upon Distributor's violation of any of the terms of this Agreement or of any applicable law or regulation having the force of law.

32. MODIFICATION

SUCPL may modify any of the terms and conditions contained in this Agreement at any time in its sole discretion. Such modifications shall take effect when posted on website at <http://Sucpl.com> or through an email notification. SUCPL, in its sole discretion, reserves the right to notify Distributor by e-mail and further reserves the right to withhold notification of any changes made to this Agreement. Modifications may include, but are not limited to, changes in the scope of available Commissions, Commission amounts/percentages, payment procedures, Commission Fee, and Distributor Program rules as described in the agreement and payment terms & schedules as given in the **Annexure-E**. If any modification is unacceptable to Distributor, Distributor only recourse is to terminate this agreement. Distributor continued participation in the Distributor Program following company's posting of a change notice or new agreement on company's website will constitute binding acceptance of the change.

33. DISCLAIMERS

SUCPL make no express or implied warranties or representations with respect to the Authorized Distributor or any SUCPL Products and Services sold through the Authorized Distributor's Code or Program (including, without limitation, WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). In addition, SUCPL make no representation that the operation of company's website or CRM will be uninterrupted or error free, and SUCPL will not be liable for the consequences of any interruptions or errors, including the tracking of information about Referred Customers during the period of interruption.

34. RELATIONSHIP OF PARTIES

Distributor and SUCPL are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Distributor will have no authority to make or accept any offers or representations on behalf of SUCPL. Distributor will not make any statement, whether on Distributor own or otherwise, that reasonably would contradict anything in this Section.

35. INDEPENDENT INVESTIGATION

Distributor application submission acknowledges that Distributor have read this agreement and agree to be bound by all its terms and conditions. Distributor understands that SUCPL may at any time (directly or indirectly) solicit its relationships on terms that may differ from those contained in this agreement. SUCPL may also solicit SUCPL relationships with entities that operate business that are licensed or authorized by SUCPL through Authorized Distributor Code or compete with Distributor business network. Distributor have independently evaluated the desirability of participating in the SUCPL Distributor Program and are

not relying on any representation, guarantee, or statement other than as set forth in this agreement.

36. GENERAL PROVISIONS

Distributor and SUCPL will each monitor and periodically test the general availability and operation of company's respective business network.

Distributor and SUCPL are entering into this Agreement as independent contractors, and nothing will be construed to create a partnership, agency, joint venture or employment relationship between Distributor and SUCPL.

In its performance of this Agreement and in the operation of each party's respective business, Distributor and SUCPL each will comply with all applicable laws, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction. Without limiting the generality of the foregoing, Distributor and SUCPL each will pay, collect and remit such taxes as may be imposed with respect to any compensation, royalties or transactions under this Agreement.

Neither Distributor nor SUCPL will be considered to be in breach of or default under this Agreement on account of any delay or failure to perform as a result of any causes or conditions that are beyond our respective reasonable control. If any force majeure event occurs, the affected party will give prompt written notice to the other and will use commercially reasonable efforts to minimize the impact of the event.

This Agreement has been made in and shall be construed and enforced in accordance with the laws of India. Any action arising hereunder will be brought in the jurisdiction of law, in the courts at Delhi in India only.

Any notices under this agreement will be given in writing. Notices may be given by electronic mail and will be deemed delivered and given for all purposes on the sent date, but only if the receiving party has confirmed its receipt by return electronic mail. Notices sent via traditional means will be sent via Registered Post, POD or return receipt requested. Notices to SUCPL will be sent to: SUCPL Renewable Energy, Corprova, Attention: Legal & Arbitration, 3424-A, 2nd Floor, Road No-43, guru Harkishan Marg, Mahindra Park, North West District, Delhi-110034.

Distributor may not assign this Agreement, in whole or in part, without SUCPL prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

The failure of either Distributor or SUCPL to enforce any provision of this Agreement will not constitute a waiver of the right to subsequently enforce the provision. Any remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity.

This Agreement represents the entire Agreement between Distributor and SUCPL with respect to the subject matter hereof and supersedes any other oral or written

agreements regarding such subject matter, and may be amended or modified only by a written instrument signed by a duly authorized agent of each party.

If any provision of this Agreement will be declared by any court of competent jurisdiction of India to be illegal, void or unenforceable, all other provisions of this Agreement will not be affected and will remain in full force and effect.

37. GOVERNING LAW

The laws of the India will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the Courts of Law located at Delhi in India and Distributor irrevocably consents to the jurisdiction of such courts. Distributor may not assign this Agreement, by operation of law or otherwise, without prior written consent of SUCPL. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce Distributor strict performance of any provision of this Agreement will not constitute a waiver of company's right to subsequently enforce such a provision or any other provision of this Agreement.

I INDICATE MY APPROVAL OF THIS AGREEMENT AND DESIRE TO BECOME AN AUTHORIZED DISTRIBUTOR UNDER THESE TERMS AND CONDITIONS BY COMPLETING AND SUBMITTING THE DISTRIBUTOR PROGRAM SIGNUP FORM, BY SUBMITTING PROPOSED REFERRED CUSTOMERS OR QUALIFYING PURCHASES TO SUCPL UNDER AUTHORIZED DISTRIBUTOR PROGRAM AND/OR BY COLLECTING AND COMMISSION FEES FROM SUCPL.

For Authorized Distributor

For SU Creations Pvt Ltd.

Authorized Signatory

Director/Authorized Signatory

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ANNEXURE-A
SALES COMMISSION

The Authorized Distributor will earn commission on the event of a sale. Sales Commission means the amount of profit margin on a successful sale of Product, Service, and License that SUCPL agrees considerable to pay for Authorized Distributor's measurable and successful action. The Sales Commission is defined as either a percentage of a total sale amount, or as a set bounty (flat rate) per action as per below terms;

Sales Event/ Article	Commission
1. On License Activation of an Authorized Reseller within allocated licensed territory.	₹5,500.00 *10.00%
2. On License Activation of an Authorized Reseller outside the allocated licensed territory.	₹4,500.00 *10.00%
3. On Authorized Dealer appointment within allocated licensed territory.	₹500.00 *10.00%
4. On sales of product or services within exclusive licensed territory.	06.00%
5. On sales of product or services within in-exclusive licensed territory.	04.00%
6. On sales of product or services already applied discount/vouchers.	04.00%
7. On sales of goods to Authorized Resellers.	06.00%
8. On sales of goods to Authorized Dealers.	04.00%
9. On goods sold against Exclusive Direct Sales Permit	18.00%

* Percentage charges may be applied if the total commission is higher than the commission amount shown for the particular article.

Percentage charges shall be applied first and shall not exceed the total commission amount for the total commission amount shown for the particular article or Goods per item.

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ANNEXURE-B
LEAD COMMISSION

Distributor is authorized to represent the business for the Industrial, State Government, Commercial and Corporate clients and prospects in the network. For every successful lead of business that is closed in the CRM will be subject to earn a commission on the same. Lead commission rate is given as under;

Lead Type/ Article	Commission
1. A Corporate sale within Licensed Territory	*5.00%
2. A Corporate sale outside the Licensed Territory	*3.00%
3. A Corporate Service Tender within Licensed Territory	*4.00%
4. A Corporate Service Tender outside the Licensed Territory	*3.00%
5. On Private or Government Tender of Installation above 10KW	*3.00%

* Percentage charges may be applied if the total commission through percentage is higher than the commission amount shown for the particular article.

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ANNEXURE-C
ROYALTY COMMISSION

Royalty commission is earned by Distributor on every transaction wherever company makes profit by selling a repeat product or service to a previous customer account on which Distributor has already earned a sales or Lead commission. For every successful sales, lead of business transaction that is closed in the CRM will be subject to earn a royalty commission on the below given rates;

Royalty Article	Commission
1. On recurring bills or invoices for every purchase after first invoice.	*4.50%
2. A Domestic order of Installation Project upto 10KW	*3.50%
3. An Agricultural order of Irrigation Project upto 10HP	*2.50%
4. An Agricultural order of Irrigation Project above 10HP	*3.50%
5. On Private or Government Tender of Supply	*2.50%
6. On Private or Government Tender of Installation	*2.50%
7. On Annual Maintenance Tender of Project	*3.00%

* Percentage charges may be applied if the total commission through percentage is higher than the commission amount shown for the particular article.

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ANNEXURE-D
SERVICE AND SUPPORT

SUCPL provides support to execute various services include marketing and business activities done by an Active Authorized Distributor. List of Support and Services is given below;

SERVICE	SUPPORT
Network Building	Upto four (4) Business Development Managers shall be provided to every distributor on company's expense only after activation of distributor's license.
Email Communication	An email account with official domain extension shall be provided to the Distributor which has data capacity of 5GB. SUCPL will also provide the webmail access to the Authorized Distributor so that this email can be accessed anywhere.
Post Mail	SUCPL will not charge for any traditional mailer for posting newsletters, stationary, promotional material etc for the purpose of the distributor. This Post-Mail service include Regular Indian Post, Local and National Courier Service, Speed & Registry Post operated Indian Post. This Post-Mail service should not contain any article other than documents and total weight of post shall not increase 250gm.
Shipping	SUCPL provides a free outward shipping facility to the Distributor to send Sample Products, Service or Business catalogues or brochures or business licensees or any other material has total weight upto 1kg each shipment.
Travel Expense	Distributor is provided travel allowance by SUCPL includes the fare of Bus or Rail only against a journey gives a subscription of distributor license anywhere in India only upon invitation. Distributor is entitled to claim travel allowance by submitting authenticated bills less than a total value of Rs.3,500.0 per lead issued by SUCPL.
Representation Material	Authorized Distributor is entitled to get a sum of 2,000 numbers of business cards per annum free of any cost. SUCPL also provides promotional stationery and material (if any) to active Authorized Distributor at NO COST within a tangible number as SUCPL found fit.
Corporate Exposure	SUCPL ensures giving publicity to the Authorized Distributor by promoting Distributor by creating Public Profile at Company's website and postal at a designated place or link. SUCPL also publish the information related to an Authorized Distributors in the print media or publication or in stationary wherever SUCPL found fits to expose.
Accounts & Audit	SUCPL at a cost will provide Accounts, Audit, Analysis, Invoice, Track or to record business transaction include service, product, lead or potential in the Customer Relationship Management system and access will be provided within the agreement period.

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ANNEXURE-E

PAYMENT TERMS & SCHEDULE

SUCPL invites application for the Authorized Distributor Franchisee in India. This franchisee license of Authorized Distributor is subject to request and the sole interest of the applicant who is obtaining a license of Authorized Distributor.

To obtain a valid License for Authorized Distributor one has to invest in the various articles as described by the SUCPL in the below given table;

Investment Articles	Amount
Registration Fee	₹1,000.0
Training & Quality Monitoring Fee	₹5,000.0
CRM Monitoring and Training Fee (Annual Fee)	₹5,000.0
Exclusive License Fee	₹1,00,000.0
Franchisee License Fee	₹55,000.0
Refundable Security Deposit	₹6,00,000.0
Stamp Charges	₹300.0
Total Investment	₹7,66,300.0

- A. Total investment for Authorized Distributor Franchisee License as on the date of signing is sum of Rs.7,66,300.0 (Seven Lakh Sixty-Six Thousand Three Hundred and No Paisa Only)
- B. **First Motion:** A demand Draft/ NEFT/ Online Payment for a sum of Rs.1,300.0 (One Thousand Three Hundred Only) shall be paid after Online Business Registration, in favour of "SU Creations Private Limited".
- C. **Second Motion:** Balance amount of Rs.1,65,000.0 (One Lakh Sixty-Five Thousand Only) has to be paid/deposited to SUCPL within ten days after online Registration for the Authorized Distributor Code.
- D. **Third Motion:** Non-refundable or the balance payment as said above shall be paid within the time approved by SUCPL or mentioned in this agreement.
- E. In case SUCPL does not receive balance amount for the Third Motion within thirty (30) days from the date of issuing a Reference or Authorized Distributor Code, the First and Second Motion will be terminated and the Authorized Distributor Code issues will be terminated with immediate effect for no other reason whatsoever.
- F. In case of cancellation of Registration or Authorized Distributor Code before Second Motion or due delay in the completion of second motion, applicant cannot claim a refund for the paid amount and can get a credit note or value voucher which is transferable to obtain a license or can be redeem against a purchase of goods or services from SUCPL.

- G. The Authorized Distributor is approved to execute the business activities and the issued Franchisee License or Authorized Distributor Code is Valid immediate from the date of issuing.
- H. In case the applicant fails to complete the Third Motion as per given schedule the Franchisee License will be remained active and valid till one year from the date of signing. No pay-out will be generated to the Authorized Distributor unless he completes a business of a value equal to the total investment as per given schedule. No interest will be paid by SUCPL to the Authorized Distributor on any amount hold or reserved with SUCPL for any reason.
- I. Authorized Distributor shall be granted a Pre-Approved Credit Note for a sum of Rs.1,65,000.0 (One Lakh Sixty-Five Thousand Only) Immediate after activating the Distributor's License. This Credit Note can be redeemed against any purchase from SUCPL.
- J. Authorized Distributor is not authorized to accept or receive any investment or fee or charges of any kind from anyone in the name of SUCPL or in the name of any other Unit or Group Company or any other project of SUCPL including the HARMONICA® project. SUCPL does not accept any payment in cash or cash deposit in the bank accounts. All the demand drafts, cheques, pay orders, NEFT, RTGS shall be issued and acceptable in the name of SUCPL and not in the name of Authorized Distributor or any other title other than a beneficiary title given by SUCPL. Doing so will be sufficient reason to terminate this agreement in whole and no claim can be made by Authorized Distributor on SUCPL for any reason. Such kind of activity will be considered as FRAUD ACTIVITY against SUCPL and will be subject to a legal action without any compromise with agreement policies.

A F F I D A V I T

I Vinay Malhotra S/o Shri Siyaram Malhotra (VAA1214A0001) affirm & declare that I will supply and produce some information related to me or anyone to SU Creations Pvt. Ltd. Contains, True, Correct and Complete information only which may contain the personal, official and legal information about an individual, business entity, place, product and/or service of any kind. If SUCPL finds any part or full of information produced or submitted by me incorrect, false or incomplete then SUCPL can terminate my/our Distributor Agreement with no other reason whatsoever.

Deponent

I indicate my approval of this agreement and desire to become an Authorized Distributor under the terms and conditions by completing and submitting the Distributor Business Registration Online, by submitting the below financial instruments;

Instrument Type	TRN No.	Date of Issued	Amount
NA	NA	NA	NA
NA	NA	NA	NA
NA	NA	NA	NA
NA	NA	NA	NA

I have read and understood the entire agreement before signing and I have personally signed all forty-nine (49) pages of this agreement including this affidavit as last and final page.

Deponent