

AGREEMENT BETWEEN MOBISAFAR SERVICES PVT LTD AND STOCKIST/Distributor

THIS Stockist AGREEMENT is made on the _____ by and between Mobisafar Services Private Limited, a Company incorporated under the Companies Act, and having its Registered Office at Galaxy Tower, G T Road, Dholewal Ludhiana Punjab 141003 hereinafter referred to as "Mobisafar" or the Company of the ONE PART,

_____ a partnership firm / proprietorship / company incorporated under the Companies Act, having its office at

_____. and represented by hereafter referred to as "Stockist"; of the SECOND PART of this Agreement

WITNESSES AS FOLLOWS;

WHEREAS

(I) Mobisafar is engaged in the business of Software based product development for Commercial Transaction Processing Solutions and services and Distribution of various online services /schemes /products. One such product is Mobisafar software providing solutions for accessing content for travel services and other related products and Mobisafar is desirous of appointing Stockist for sale, installation and training of Mobisafar software package to retailers and subsequently sale of various travel services and other services through the Mobisafar software.

(ii) The Stockist has approached and represented to Mobisafar that it has required infrastructure facilities and has adequate experience to market the Mobisafar software successfully and sell Mobisafar to at least 10 retailers in the stockists neighborhood area.

NOW THIS Stockist AGREEMENT DOES WITNESS AS FOLLOWS: -

APPOINTMENT:

1 Mobisafar hereby appoints the party of second part as its Stockist on a non-exclusive and non-transferable basis for Mobisafar in the territory of from _____basis on the terms and conditions as set out in this agreement and on payment of Rs. _____ towards registration and setup fees of Stockist Control Panel which shall be non-refundable Once the Stockists appoint 10 active agents only they will be eligible for DI. The costs shall be as per company policy

2. The commission structures shall vary from time to time based on what the suppliers and other principals decide and the same shall be intimated either by way of email or through the terminal notice boards and the Stockist control panel regularly.

2. TERMS AND CONDITIONS:

The Stockist shall be responsible for the following conditions:

- (i) To fund the network of retailer under him in a timely manner to increase sales
- (ii) To carry on the marketing obligations under this agreement and to market only the Mobisafar within the territory allotted and utilize its best endeavors to distribute and market the product of Mobisafar
- (iii) To maintain a qualified basic marketing person sufficient to carry out its obligations under this Agreement.
- (iv) To ensure that the distribution of Mobisafar and services provided by Mobisafar shall not be in violation of any provisions of the relevant state laws and regulations.
- (v) To strictly abide by the mode of sales as stipulated under this Agreement hereof, and shall not engage in sales activities in any other forms that may compete with Mobisafar.
- (vi) To ensure that the entire process of distribution strictly abide by the price strategy as designated by Mobisafar, and shall not, without the consent of MOBISAFAR, raise the sale prices / margins of the products of Mobisafar and not to make use of the advantage of the prices/margins due to the distribution to its lower level Stockist to sell the products.
- (vii) To maintain accounts of transaction in due course of business and pay all the dues, levies, taxes etc; and ensure that no illegal activities are carried out which affects the business of Mobisafar.
- (viii) To ensure display of all marketing materials prominently at all the outlet of the Retailer under the Stockist.
- (ix) Shall make all payments in advance to Mobisafar and ensure sufficient credit limit is available to all agents under the Stockist.
- (x) Shall collect feedback from time to time, closely monitor and ensure that all the agents under the Stockist maintain healthy business.
- (xi) Shall take responsibility for all transactions done through its control panel and Validate KYC documents and address and retailers
- (xii) Agrees to automatically opted in for promotions, schemes of company or 3rd party products and principals selected by the company.

3. RESPONSIBILITIES OF Mobisafar:

- (i) To supply the marketing materials to the Stockist or his retailer as and when order is placed and to keep the track of distribution.
- (ii) To depute one or more Sales Supervisor to advise and assist the Stockist in training its/his sales personnel, at such time and for such duration as Mobisafar deems fit.
- (iii) To provide all necessary information with regard to the procedure for mode of Marketing and to support Stockist's operation.
- (iv) To review and update the standard operating procedure from time to time based on actual business requirements and feedback from the sales channel through Market Survey through agency or self.

4. INTELLECTUAL PROPERTY:

- (i) The Stockist and his retailers acknowledge that Trade Mark and Use thereof: "MOBISAFAR" is exclusive trademarks of Mobisafar Services Private Limited and use of the same would require prior written permission of MOBISAFAR.
- (ii) The Stockist, his retailer(s) or any persons shall neither remove the trademarks and other Intellectual Properties of Mobisafar in any manner whatsoever nor misuse the trademarks, trade names of Mobisafar as the case may be and ensure that there is strict compliance of the same by all including the end customers.
- (iii) The Stockist and its retailers explicitly agree that all intellectual properties of Mobisafar and its technology products sole property of Mobisafar Services Private Limited

5. TERMINATION:

- (i) Either party may terminate this Agreement at any time by giving not less than 30 (thirty) days' notice in writing to the other with or without assigning any reason.
- (ii) Mobisafar shall be entitled to terminate this Agreement with immediate effect upon:
 - a. Unauthorized increase of the price/margins of the Product.
 - b. Any of the breach of the terms and conditions of this Agreement by the Stockist.
 - c. If any material change occurs in the management or control of the business of the Stockist.
 - d. If the Stockist markets the Products outside the territory mentioned in this Agreement.
 - e. On complaint by the customer against poor service or non-replenishment of credit limit / top up.
- (iii) Upon termination of this Agreement:
 - a. The Stockist shall forthwith submit the accounts in respect of sales by the Stockist till the termination of the Agreement.
 - b. If any amount due and payable by the Stockist to Mobisafar has remained unpaid for more than 15days from the due date then the Stockist agrees to Mobisafar blocking its Stockist Control Panel.
 - c. The Stockist shall handover all the records, papers, Articles etc.; with regard to the Product supplied in this Agreement, which is in the custody of the Stockist to Mobisafar.
 - (iv) Where fraud, material non-disclosure or other adverse activity or jeopardy to Mobisafar is suspected, Mobisafar may with immediate effect and without prejudice to the exercise of any rights to which it may be entitled suspend the Stockist's authority under this Agreement for such reasonable period as it thinks fit, pending a formal scrutiny and investigation. Such suspension will not render Mobisafar liable to the Stockist for any direct or indirect losses howsoever arising.
 - (v) In the event of the Stockist being disqualified to continue the Stockist-ship for any of the above reasons subsequent to the date of this agreement, this agreement shall stand terminated with immediate effect and the Stockist ceases to hold himself as an authorized Stockists. The retailer under him shall be given the option of funding the business themselves and continuing under the Company directly.

6. ASSIGNMENT:

The Stockist shall not assign or delegate or transfer any right, duty, obligation, interest, or benefit under this Agreement without the prior written Permission from Mobisafar and any assignment, delegation or transfer without the written permission shall be null and void.

7. FORCE MAJEURE:

- (I) Neither party shall be liable in the event of failure or delay in the performance of its obligations under this Agreement, as a result of extra ordinary circumstances beyond its reasonable control of the parties such as fire, storm, flood earthquake, explosion, accident, acts of a public enemy, war, insurrection, sabotage, epidemic, transportation embargoes or delays in transportation, labour disputes, acts of God, acts of any government whether national, municipal or otherwise or any count of law, or any agency thereof.
- (ii) If any such event should continue for more than three calendar months to prevent a party from performing its obligations under this agreement, the other party shall have the right to terminate this Agreement upon 30 (Thirty) days written notice to the other Party.

8. CONFIDENTIALITY:

This Agreement shall be private and confidential and the Stockist does agree not to disclose or divulge any confidential information pertaining to the On Line schemes and the Products, to any third party without the prior written consent of Mobisafar.

9. DISCLAIMER OF WARRANTIES:

- (I) The product Mobisafar and other products including, its contents are provided on "as is" and "as available" without warranty of any kind, either expressed or implied. Without limitation of the foregoing, Mobisafar, specifically disclaims that under this Agreement, shall not be responsible for any business activities carried in the territory, where such activities are not permitted by the concerned state Government.
- (ii) Mobisafar shall not be responsible for any misuse of the Mobisafar terminal by anyone and the Mobisafar is not subject to replacement or any other claims. Mobisafar is not responsible for any theft, loss or damage to the Mobisafar terminals and the Stockist will be liable to pay damages to Mobisafar for any misuse or tampering of the Mobisafar software.

10. LIMITATION OF LIABILITY:

Under any circumstance or event, no Mobisafar, its directors, partners, affiliates, and successors and their respective officers, directors and employees will be liable / responsible to any party.

- (I) For any defect in the product/merchandise/goods/services availed through MOBISAFAR, further MOBISAFAR does not warranty against any damage or defect.
- (ii) The parties shall not commit nor purport to commit the order to honor any obligation other than is specifically provided for by the Rules and Regulations as well as the Agreement.
- (iii) In the event of any breach of the intellectual property rights by the Stockist, Mobisafar has the rights to initiate action against the defaulting party as per Trade Mark law/ Copyright Law and other applicable laws in India.

11. INDEMNITY:

The Stockist shall indemnify, defend and hold harmless Mobisafar and keep Mobisafar indemnified from and against all losses, claims, damages, charges, costs, expenses, liabilities, demands, proceedings and actions arising out of any breach of law or contravention of this Agreement by the Stockist. In particular, but without prejudice to the generality of the foregoing, Mobisafar will not be liable to any person in the event of force majeure, for the failure of, or damage or destruction to the central computer system or records, or any telecommunications, sudden withdrawal or changes in commissions for products and services sold through Mobisafar , non-provision of services or products or delay in provision of services and products by the respective providers / suppliers of products and services in Mobisafar (such as delay or cancellation of trains, buses or delay in arrival of trains causing missing of flight) or other data transmission system for any delay resulting in non-receipt of any entry for a particular transaction or on account of use or misuse of the Mobisafar by the Stockist or his retailer or his end customer on account of cancellation of services by the Mobisafar principals such as airlines or railways or such providers.

12. COMPLIANCE WITH LAW AND JURISDICTION:

- (I) By executing this Agreement, Stockist agrees to comply with all relevant laws and / all regulations, RBI / IRCTC guidelines/rules/ regulations, local laws, company policy
- (a) That may be applicable to the activity of sale of services through MOBISAFAR through the medium of Internet connectivity or any other means of connectivity.
- (b) Company or its principals Terms & Conditions that may be applicable from time to time, which shall be communicated under Terms & conditions in the software.
- (c) Financial Literacy and Training are important to be an effective Stockist for the Company, so the Stockist agrees to get himself and his key staff regularly trained by the Company and shall in turn train agents under them and also help the Company impart financial literacy to the customers and people in and around the agent locations. Further KYC (Know Your Customer) for every agent and customers coming to agents is important and the Stockist agrees to educate the agents and ensure compliance on this aspect. (ii) This Agreement shall also apply to such services/schemes as Mobisafar may introduce at a later date.

13. NON-COMPETE:

The Stockist hereby agrees and undertakes that it shall not, during the term of this Agreement, directly or indirectly, negotiate or engage in any business that is similar to or competitive with Mobisafar Services Private Limited business of Mobisafar and/or the Products

14. NOTICES:

Any notice, request or instruction required to be given hereunder shall be in writing and the same shall be sent through registered post or certified mail at the addresses of the parties mentioned herein above.

15. ARBITRATION:

In the event of any dispute or difference arising at any time between the parties hereto as to the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the parties here to, the same shall be referred to the arbitration of a Sole Arbitrator (details are to be mentioned) appointed by Mobisafar whose decision shall be final and binding on the parties.

The Arbitral Proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 and/or any statutory modification or re-enactment thereof for the time being in force. The venue of such arbitration shall be at Ludhiana only. The jurisdiction for the purpose of resolution of disputes under these presents will be at Ludhiana only. The language so used in the Arbitral proceedings shall be English.

16. JURISDICTION:

This Agreement shall be governed by and interpreted according to the laws of India. Any legal actions pertaining to this Agreement shall be instituted in the competent courts at Ludhiana only.

This Agreement supersedes all previous Agreements, if any, entered by the Second Part with the First part.

17. PROPERTIES and TITLE:

No property and title to the Products shall pass from the Mobisafar to the Stockist/Customer unless and until the full and complete payment due is made.

18. ENTIRETY:

This Agreement and the attached exhibits if any constitute the entire agreement between the parties with respect to this agreement and supersede any prior or contemporaneous understandings, oral or written, and all other communications between the parties.

19. PAYMENT TERMS:

All the payments to the Mobisafar exclusive of tax shall be made by the Stockist in advance before the date of supply of the products, in respect of Products received. Mode of payment shall be DD Payment or cheque (upon realization). Proof of delivery (POD) shall be maintained.

20. TAXES, CHARGES AND LEVIES:

The Stockist agrees to bear all the taxes, charges, and fees payable to any Government Authorities, Local Authorities or any other Authorities established under any other Act in respect of the Products and further agrees to reimburse and / or refund or to pay any taxes, charges, levies in the event of the said Authorities revises the taxes or charges or levies retrospectively, whether during the tenure of this Agreement or thereafter.

In case any taxes become payable by MOBISAFAR the Stockist agrees to indemnify Mobisafar for any tax or levies imposed on the transactions conducted between the parties.

Expressions Mobisafar and Stockist shall unless it be repugnant to the context or meaning thereof mean and include their affiliates, successors and assigns, heirs, executors, administrators.

IN WITNESS WHEREOF, the Parties hereto have set their hands to this Agreement on the day and year mentioned first here in above written.

Authorized Signatory

Authorized Signatory Stockist

Mobisafar Services Private Limited

M/S