

SALES CONSULTANT AGREEMENT

This Sales Consultant Agreement ("Agreement") is executed and effective on the 30 day of December, 2021, by and between:

Sales Consultant : Xavier J Ponnezhath bearing PAN No. ABYPJ2858A ("**Consultant**")

AND

Client : **OVOT PRIVATE LIMITED**, a Company registered under the Companies Act, 2013 bearing the Company Identification Number ("CIN") U31100PN2018PTC179173, PAN NO-AACCO7927M, GSTIN- 27AACCO7927M1ZV and having its registered office at Plot No. F-3, MIDC, Supa-Parner, Ahmednagar, Maharashtra 414301, India ("**Client**"/**OVOT**). which term includes its Affiliates) such expression, shall, unless it is repugnant to the meaning or context hereof, includes its successors and permitted assigns, on the OTHER PART.

WHEREAS , OVOT is engaged in the business of, trading and marketing of Consumer Durable Goods such as Air Conditioners, Washing Machines, Televisions etc.

WHEREAS Consultant is engaged in providing services for selling the products at dealer counters to the consumers.

WHEREAS , OVOT and Consultant agrees to use their best efforts to establish, develop and maintain by faithful performance of transactions and longstanding business relationship based on the spirit of mutual trust and co-operation;

AND WHEREAS , the Parties have agreed upon certain terms, conditions and stipulations set forth herein, which would govern the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties hereto agree as follows:

1. Services . Consultant agrees to sell OVOT products at dealer counter to customers.

2. Term . This Consultancy Agreement shall commence from the date of acceptance of this agreement by the sales consultant. Either party may terminate this Agreement by providing 30 days' notice.

3. Compensation . In consideration for the Services provided, the Consultant is to be paid Consultancy fees as per Annexure-I, which may be amended for time to time.

4. Payment . Consultant shall be paid, in 15 days Upon the Client receiving an Invoice from the Consultant. Further, consultant has to intimate the company within 30 days of non-receipt of payment from the date of invoice, otherwise it will be assumed that the consultant account has been settled in full.

5. Retainership Fees . The Client is not required to pay any fees to consultant, before the commencement of work by the consultant.

6. Escalation of Disputes

a. Any dispute arising out of or in connection with this Agreement shall be referred by written notice first to the authorized representative of client and authorized representative endeavor should be to resolve the dispute within 5 business days of such notice.

b. Failing resolution of the dispute, the matter shall be referred to a senior representative of the Client and consultant, who shall meet and endeavor to resolve the dispute between them within 10 business days of such notice.

c. All disputes and differences that may arise between the parties hereto in respect of any of the covenants of this Agreement or any interpretation thereof and that are not resolved amicably shall be resolved by arbitration of a sole arbitrator appointed with the mutual consent of Consultant and the Client, who shall conduct the proceedings in accordance with the Arbitration and Conciliation Act, 1996 including any modification and re-enactment thereof in force from time to time. The seat of arbitration will be Pune.

d. The governing laws shall be the laws prevailing in India.

7. Legal Notice Any notice required to be given under this Agreement shall be in writing and will be served by Speed Post Acknowledgment Due or Registered Post Acknowledgment Due or through e-mail to the addresses of the parties stated herein or to such other address as either party may from time to time designate by written notice to the other. Any such notice shall be deemed to have been duly served on the consultant or Client, as the case may be, upon delivery by Speed Post or Registered Post or through e-mail :

In the case of notices to the Client

Corporate Office Address : Office no 403, 4th Floor, East Court, Near Phoenix Market City, Viman Nagar Pune Maharashtra - 411014 India.

Attention : Mr. Sanjeev Mittal

Telephone : 9811039682

Email : sanjeev.mittal@amstradworld.com

In the case of notices to the Consultant

PAN No. : ABYPJ2858A

Attention : Xavier J Ponnezhath

Telephone : 9847935582

Email : xavier@panazan.in

8. Return of Records . Upon termination of this Agreement, the Consultant shall return all records, notes, and data of any nature that are in the Consultant's possession or under the Consultant's control and that are of the Client's property or relate to Client's business.

9. Waiver of Contractual Right . The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. Independent Status . The Consultant, is an independent consultant, shall not be deemed, the Client's employees. In its capacity as an independent Consultant, the Consultant agrees and represents:

- a.) Consultant has the right to perform Services for others during the term of this Agreement;
- b.) Consultant has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed.
- c.) Consultant shall be required to wear any uniforms provided by the Client.

11. Indemnification . Consultant shall release, defend, indemnify, and hold harmless Client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable Consultant fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of services provided under this Agreement or Consultant's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights. Client reserves the right to retain whatever funds which would be due to the Consultant under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.

12. Confidentiality & Proprietary Information . The Consultant acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Consultant in order for the Consultant to perform their duties under this Agreement. The Consultant acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform the Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

- a.) The written, printed, graphic, or electronically recorded materials furnished by Client for Consultant to use;
- b.) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business

or marketing plans or strategies, customer lists, inventories, sales projections and pricing information.

Upon termination of the Consultant's Services to the Client, or at the Client's request, the Consultant shall return all materials to the Client in the Consultant's possession relating to the Client's business. The Consultant acknowledges any breach or threatened breach of confidentiality under this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

13. Governing Law . This Agreement shall be governed under the laws in the State of Maharashtra Pune.

14. Severability . This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

15. Entire Agreement . This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written hereunder.

- Digitally Signed Via OTP Print Name Xavier J Ponnezhath

Date: 30-Dec-2021

Print Name: Xavier J Ponnezhath

Witness Name - Dinesh Deshpande

Signature

OVOT PRIVATE LIMITED

Sanjeev Mittal
(Director & CFO)

Witness Name - Chetan
Honmore

Signature

Annexure-I

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MODEL NO.	SALES CONSULTANT FEES / INCENTIVE IN INR	MODEL NO.	SALES CONSULTANT FEES / INCENTIVE IN INR
AM13F3T	100	AMW133E	50
AM13F3	100	AMW193E	100
AM13F3E	100	AMW193S	100
AM13PI3T	100	AMW193G	100
AM13PI3	100	AMW195E	100
AM13I3	100	AMW195S	100
AM13I3IN	250	AMC24M	1000
AM133Dr	250	AMC48M	1000
AM13I3HC	100	AM32HSA2C	200
AM13I5E	150	AM32HSA4D	200
AM13I5	150	AM32HSV4D	200
AM20F3	50	AM39HSA2	250
AM20F3E	150	AM39HS6A	250
AM20F3E1	150	AM39HS4B	250
AM20F3T	50	AM43FHSA4D	250
AM20PI3	100	AM43FHS6A	250
AM20PI3T	100	AM43FHSV4D	250
AM20I3	150	AM43UHI	500
AM20I3E	250	AM58UHI	500
AM20I3E1	250	AM65UHI	500
AM20I3S	150	AM55UGNxt	500
AM20PI3IN	100	AM65UGNxt	500
AM20I3T	150	AMDW148	500
AM20I3IN	150	AMDW148SS	500
AM193DrIN	200	AMWF65D	250

AM193Dr	200	AMWF75D	250
AM20I3HC	100	AMWF60Di	250
AM20I5E	200	AMWF70Di	250
AM20I5	100	AMWT80GH	500
AM21HDS1	250	AMWT70DST	250
AM25F3S	150	AMWT80DST	250
AM25F3	150	AMWS65PP	100
AM25I3	150	AMWS78GN	150
AM25PI3	250	AMWS90GN	150
AM20I5	100	AMWSGPST102	250
AM20I3CH	250	AMWS108L	250
AM13I3CHP	250	AMD65	200
AM20I3CHP	250		
AM13F3CHP	250		
AM20F3CHP	250		

Company can modify Annexure-I at any time without giving any notice and the update will be available on Amstrad Promax Mobile Application. Once accepted by the consultant new rates will be applicable.