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DISTRIBUTION AND MARKETING AGREEMENT
BIOPHARMA INDUSTRIES LIMITED

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EXCLUSIVE DISTRIBUTION AGREEMENT

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This Distribution Agreement ("Agreement") is made and entered into on this
[DATE] day of [MONTH], [YEAR]

BETWEEN

BIOPHARMA INDUSTRIES LIMITED, a company incorporated under the Companies Act,
having its registered office at Plot No. 234-235, MIDC Industrial Area,
Thane-Belapur Road, Rabale, Thane - 400701, Maharashtra, India (hereinafter
referred to as the "Principal" or "BioPharma")

AND

[DISTRIBUTOR NAME], a company incorporated under [JURISDICTION], having its
registered office at [ADDRESS] (hereinafter referred to as the "Distributor")

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RECITALS

A. The Principal is engaged in the manufacture of pharmaceutical formulations
and holds all necessary licenses under the Drugs and Cosmetics Act, 1940.

B. The Principal desires to appoint the Distributor for distribution and

marketing of its products in the Territory defined herein.

C. The Distributor has the necessary infrastructure, licenses, and capability to distribute pharmaceutical products in the Territory.

D. The parties wish to enter into this Agreement to define the terms and conditions of the distribution arrangement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

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ARTICLE 1: DEFINITIONS

1.1 "Products" means the pharmaceutical formulations manufactured by the Principal as listed in Schedule A.

1.2 "Territory" means [STATE/REGION/COUNTRY] as specified in Schedule B.

1.3 "Trademarks" means the trade names, brand names, and logos of the Principal as listed in Schedule C.

1.4 "Minimum Purchase Commitment" means the minimum value/quantity of Products to be purchased by the Distributor annually.

1.5 "Net Sales" means gross sales less discounts, returns, and taxes.

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ARTICLE 2: APPOINTMENT

2.1 EXCLUSIVE APPOINTMENT

The Principal hereby appoints the Distributor as its exclusive distributor for the Products in the Territory, and the Distributor accepts such appointment.

2.2 EXCLUSIVITY

During the term of this Agreement, the Principal shall not:

- (a) Appoint any other distributor in the Territory
- (b) Sell Products directly in the Territory except to the Distributor

2.3 NON-COMPETE

During the term of this Agreement, the Distributor shall not:

- (a) Distribute products that compete with the Products
 - (b) Manufacture pharmaceutical products of similar categories
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ARTICLE 3: TERM

3.1 INITIAL TERM

This Agreement shall be effective from [DATE] and shall continue for a period of 3 (three) years unless terminated earlier.

3.2 RENEWAL

This Agreement shall automatically renew for successive 1-year periods unless either party provides 90 days' written notice of non-renewal.

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ARTICLE 4: OBLIGATIONS OF PRINCIPAL

4.1 PRODUCT SUPPLY

The Principal shall:

- (a) Manufacture and supply Products in accordance with orders
- (b) Ensure Products meet pharmacopeial specifications
- (c) Provide Certificate of Analysis with each batch
- (d) Maintain adequate production capacity

4.2 REGULATORY COMPLIANCE

The Principal shall:

- (a) Maintain all necessary Drug Manufacturing Licenses
- (b) Ensure GMP compliance of manufacturing facility
- (c) Provide regulatory support for product registration in Territory
- (d) Comply with NPPA pricing regulations (for domestic sales)

4.3 QUALITY WARRANTY

The Principal warrants that all Products:

- (a) Are manufactured in accordance with GMP
- (b) Meet pharmacopeial specifications
- (c) Are free from defects in materials and workmanship
- (d) Have shelf life of at least [12] months at time of delivery

4.4 MARKETING SUPPORT

The Principal shall provide:

- (a) Product literature and promotional materials
- (b) Training on product features and benefits
- (c) Medical information support
- (d) Co-funding for marketing activities (as agreed)

4.5 TRADEMARK LICENSE

The Principal grants the Distributor a non-exclusive, royalty-free license to use the Trademarks solely for distribution of Products in Territory.

ARTICLE 5: OBLIGATIONS OF DISTRIBUTOR

5.1 DISTRIBUTION

The Distributor shall:

- (a) Use best efforts to promote and sell Products in the Territory
- (b) Maintain adequate inventory (minimum 1 month stock)
- (c) Establish and maintain distribution network
- (d) Achieve Minimum Purchase Commitment

5.2 REGULATORY COMPLIANCE

The Distributor shall:

- (a) Obtain and maintain all necessary distribution licenses
- (b) Comply with all applicable laws including drug regulations
- (c) Not sell Products outside the Territory
- (d) Maintain proper records as required by law

5.3 STORAGE AND HANDLING

The Distributor shall:

- (a) Store Products in appropriate conditions
- (b) Maintain cold chain for temperature-sensitive products
- (c) Follow FIFO (First In First Out) principle
- (d) Not sell expired or damaged products

5.4 SALES REPORTING

The Distributor shall provide to the Principal:

- (a) Monthly sales reports (quantity and value by product)
- (b) Inventory reports
- (c) Market information and competitor intelligence
- (d) Customer feedback

5.5 PHARMACOVIGILANCE

The Distributor shall:

- (a) Report any adverse drug reactions to the Principal within 48 hours
 - (b) Cooperate in product recalls
 - (c) Maintain complaint records
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ARTICLE 6: ORDERS AND DELIVERY

6.1 ORDERS

- (a) Orders shall be placed in writing with minimum 30 days lead time
- (b) Orders shall specify products, quantities, and delivery schedule
- (c) Principal shall confirm orders within 5 business days

6.2 DELIVERY

- (a) Products shall be delivered [Ex-Works/FOB/CIF] [Location]
- (b) Risk of loss passes to Distributor upon delivery
- (c) Minimum order value: Rs. [AMOUNT]

6.3 ACCEPTANCE

- (a) Distributor shall inspect Products within 7 days of receipt
 - (b) Any defects shall be notified in writing within 15 days
 - (c) Products not rejected within 15 days shall be deemed accepted
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ARTICLE 7: PRICING AND PAYMENT

7.1 PRICING

- (a) Prices are as per Schedule D (Transfer Price List)
- (b) Prices are exclusive of GST and transportation
- (c) Prices may be revised with 60 days' notice

7.2 PAYMENT TERMS

- (a) Payment: [30/45/60] days from invoice date
- (b) Payment mode: [Bank transfer/LC]
- (c) Interest on delayed payment: 18% per annum

7.3 MINIMUM PURCHASE COMMITMENT

- Year 1: Rs. [AMOUNT]
- Year 2: Rs. [AMOUNT]
- Year 3: Rs. [AMOUNT]

Failure to achieve MPC may result in loss of exclusivity or termination.

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ARTICLE 8: INTELLECTUAL PROPERTY

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8.1 OWNERSHIP

All intellectual property rights in the Products and Trademarks belong to the Principal and shall remain with the Principal.

8.2 RESTRICTIONS

The Distributor shall not:

- (a) Alter or remove Trademarks from Products
 - (b) Register any Trademarks in its own name
 - (c) Use Principal's IP for any other purpose
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ARTICLE 9: CONFIDENTIALITY

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9.1 CONFIDENTIAL INFORMATION

Each party shall keep confidential all proprietary information received from the other party including pricing, customer lists, and business strategies.

9.2 SURVIVAL

Confidentiality obligations survive termination for 3 years.

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ARTICLE 10: INDEMNIFICATION

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10.1 BY PRINCIPAL

The Principal shall indemnify the Distributor against claims arising from:

- (a) Product defects
- (b) Infringement of third-party IP rights
- (c) Breach of regulatory compliance by Principal

10.2 BY DISTRIBUTOR

The Distributor shall indemnify the Principal against claims arising from:

- (a) Mishandling or improper storage of Products
 - (b) Actions of Distributor's employees or agents
 - (c) Breach of applicable laws by Distributor
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ARTICLE 11: TERMINATION

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11.1 TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement by giving 90 days' written notice.

11.2 TERMINATION FOR CAUSE

Either party may terminate immediately if:

- (a) The other party materially breaches this Agreement and fails to cure within 30 days of notice
- (b) The other party becomes insolvent or bankrupt
- (c) The other party's license is suspended or cancelled

11.3 CONSEQUENCES OF TERMINATION

Upon termination:

- (a) Distributor shall return all promotional materials
 - (b) Distributor may sell remaining inventory for 90 days
 - (c) Principal may repurchase inventory at transfer price
 - (d) All amounts due shall be settled within 30 days
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ARTICLE 12: DISPUTE RESOLUTION

12.1 GOVERNING LAW

This Agreement shall be governed by the laws of India.

12.2 ARBITRATION

Disputes shall be settled by arbitration in Mumbai under the Arbitration and Conciliation Act, 1996.

ARTICLE 13: GENERAL PROVISIONS

13.1 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.

13.2 AMENDMENT

This Agreement may only be amended by written instrument signed by both parties.

13.3 ASSIGNMENT

Neither party may assign this Agreement without prior written consent.

13.4 NOTICES

All notices shall be in writing and sent to the addresses specified herein.

13.5 FORCE MAJEURE

Neither party shall be liable for delays due to force majeure events.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

FOR BIOPHARMA INDUSTRIES LIMITED:

Signature: _____
Name: Dr. Ramesh Narayan Kulkarni
Title: Managing Director
Date:

FOR [DISTRIBUTOR NAME]:

Signature: _____

Name:

Title:

Date:

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SCHEDULE A: LIST OF PRODUCTS

[Product list with brand names, pack sizes, and transfer prices]

SCHEDULE B: TERRITORY

[Geographic definition - state, region, or country]

SCHEDULE C: TRADEMARKS

[List of brand names and logos]

SCHEDULE D: TRANSFER PRICE LIST

[Product-wise transfer prices]

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END OF DISTRIBUTION AGREEMENT

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