TERMS AND CONDITIONS

1. The retailer ('Retailer') operates a cigarette shop ('Shop'). The Retailer shall pay all rents and municipal taxes in respect of the aforesaid Shop and shall keep IPM India Wholesale Trading Private Limited ("IPM") indemnified against any penalty for nonpayment thereof.

2. The Retailer shall keep the Shop in good condition and insured for any third-party liability at the Retailer's cost.

3. The monthly rentals for display of IPM point of sales material ("POSM") shall accrue for payment from the date of actual installation of the POSM, in perfect condition, as certified by the authorized representative of IPM.

4. Monthly rental, as mentioned above, shall be paid to the Retailer subject to deduction of tax at source, in accordance with the Income Tax Act, 1961.

5. The Retailer shall display all POSMs in agreed positions in his Shop.

6. The Retailer shall comply with applicable laws including 'The Cigarettes and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003' and rules and regulations made thereunder ("COTPA"). The Retailer shall ensure strict compliance with the applicable minimum age laws that prohibit the sale of cigarette and other tobacco products to persons below the age of 18 years. The Retailer shall refuse to sell such products to minors. In case of any doubt as to the age of customer, Retailer shall verify such customer's ID and refuse to sell such products if the customer is below legal age. In event of any change in minimum age under COTPA, the Retailer will comply with the new minimum age law.

7. The Retailer shall display and maintain legally mandated signage ("YSP Board") about the prohibition to sell cigarette and other tobacco products to persons below age of 18 years at Shop in a clear and prominent manner and as prescribed under COTPA. The Retailer warrants that the Shop is not within a radius of 100 meter of any educational institution.

8. The Retailer shall sell, vend genuine IPM cigarettes supplied by its distributor, Godfrey Phillips India Limited, which bears all the mandatory declarations under the applicable laws including Graphic Health Warning, pre-printed maximum retail price etc., and on which all taxes and duties have been duly paid.

9. The Retailer shall ensure compliance with the applicable provisions of PMI 04-C (The Code for Design, Marketing & Sales of Combusted Tobacco Products) and its Implementation Guidelines, the copies of the Code and the guidelines are attached herewith.

10. The Retailer shall not directly or indirectly engage in any activity that violates the conditions of this contract (including its obligation to display all IPM POSMs in the manner set out in this Contract) and/ or results in the removal of all or any of the IPM POSMs from the Shop of the Retailer.

11. The Retailer undertakes to do any and all acts and execute any and all documents (including the filing of criminal complaint if necessary, against third parties) as may be required to protect, perfect or enforce IPM's rights under this Contract.

12. The Retailer shall promptly notify IPM of the details of any event or circumstance which has resulted or is likely to result in the breach of the conditions of the Contract and / or the removal or IPM POSMs displayed at the Shop of the Retailer and the steps that the Retailer is taking or is considering taking in order to remedy it.

13. The Retailer agrees that damages may not be an adequate remedy for breach of the conditions of this Contract and that IPM shall be entitled to injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Retailer from committing any violation or enforce the performance of the conditions and obligations for Retailer under this Contract. These injunctive remedies are cumulative and are addition to any other right and remedies IPM May have at law or in equity, including a right for damages.

14. IPM shall be entitled to terminate this Contract:

    a.   without any notice in the event of the POSM not being placed as agreed;

    b.   without any notice in the event of the shop being acquired by the government or removed by any other reason.

    c.   in any other case at IPM's discretion and without assigning any reason, by giving one month's notice.

15. The Retailer shall have no right or interest in the trademarks and copy rights in the POSM supplied by IPM and no claim shall be made by the Retailer, either during or after expiry this agreement, for any proprietary rights therein.

16. On expiration or earlier termination of this Contract for any reason whatsoever, the Retailer shall on demand immediately return to IPM, all POSM subject to this Contract.

17. The Retailer warrants that it will not employ at his Shop any person below the age of 18 years.

18. The Retailer hereby consents to IPM and its affiliates or its representatives to collect and store Retailer's relevant personal data and sensitive personal data in accordance with applicable data protection policies and regulations, to the extent the same being applicable to the Retailer under the terms of the Contract.

19. This Contract contains the entire agreement between the parties with respect to its subject matter and supersedes all prior contract, agreements and understandings between the parties in connection with it.

20. Any dispute arising out of this Contract shall be subject to the jurisdiction of courts in Delhi but IPM may at its discretion commence proceedings in any court within whose jurisdiction the Retailer or its assets may be found.

21. The Retailer agrees that this Contract and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Contract or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

    Signed in acceptance by :

    (Signature of Retailer)