

DISTRIBUTION AGREEMENT

By clicking on 'I accept' the Ms. Archana Jain having its registered office at SAGAR, , Sagar, Madhya Pradesh, 470001 hereby consents to having read, understood, agreed and accepted the terms for its' appointment as a Service Provider ('**Agreement**') to Bharti Airtel Limited ('**Airtel**') for the Services defined hereinafter and shall be treated as having come to effect on 29-10-2021('Effective Date').

Recitals	Airtel has been issued a license by the Department of Telecommunication ("DoT"), Ministry of Communications & IT, Government of India, to provide telecom services across various Telecom Circles in India. A. Service Provider is engaged, inter alia, in the business of providing infrastructure services and validly holds all licenses, permissions and authorizations for the Services, defined below. B. Based on the representations made by the Service Provider, Airtel has agreed to appoint the Service Provider for provisioning of last mile infrastructure and its' maintenance (' Infra Deliverables ') and Distribution Services (defined below) (collectively, ' Services ').
Appointment	Airtel hereby appoints the Service Provider for the purpose of provision of Infra Deliverables and distribution of telecommunication services to Airtel's customers (' Customers ') namely (i) broadband, (ii) fixed line, (iii) FTTH including OTT, IOT and other B2B services, (iv) value added services provided by Airtel or its' affiliates to the customers under the brand Airtel, and (v) customer acquisition (collectively, ' Distribution Services ') subject to the terms and conditions enumerated hereinafter. Notwithstanding anything contained in this Agreement, the Service Provider shall not be responsible for provision of telecom services to Airtel's customers and the same shall remain Airtel's sole responsibility. The Service Provider shall act as a channel partner/distributor of Airtel on a principal to principal basis.
Services	Service Provider shall be responsible for: (i) Providing the required infrastructure for connecting the Optical Line Terminal (' OLT ') to the Customers' premises at its' own cost. (ii) Procure and install, at its own cost, Equipment, such as splitters / Fiber Access Terminals or Secondary Splitters (' FAT Boxes ') as specified by Airtel in LCO portal. (iii) Providing last mile fiber network from Airtel's nearest available point of presence (' POP ') to Customers' premises or at such location as may be specified by Airtel from time to time, at its own cost which may include small cells, mobile sites and enterprise customer locations. (iv) Installation of FAT Boxes and small cells and other Equipment of the brand and specifications as specified by Airtel, from time to time. (v) Installation of Optical Network Terminal (' ONT ') supplied by Airtel. (vi) Maintaining quality of optical fiber used in last mile fiber network along with other Equipment as per the standard specified by Airtel, from time to time and made available in LCO portal. The Service Provider shall not use any Equipment from any vendor/supplier which is not authorized by Airtel, while performing the Services. (vii) Sending Airtel the correct and completely filled out Airtel CAFs, along with proof of address (' POA ') and proof of identity (' POI ') of the Customer as per DoT approved document list (communicated by Airtel from time to time). (viii) Processing of requests for activation of telecom services in accordance with the guidelines issued by Airtel from time to time and in compliance with all the directives, guidelines issued by DoT, TRAI or any other competent authority. (ix) All ancillary services that may be essential for the rendition of the aforementioned services, whether or not mentioned expressly in the Agreement. The aforementioned services and related equipment shall be provided by the Service Provider at its sole cost and expenses. Airtel may engage the Service Provider for any maintenance, repair or rectification of the last mile infrastructure by paying additional charges as per applicable rate card at the time of such engagement.
Term	The Term for this Agreement shall commence from the Effective Date and shall terminate in accordance with the Termination and Effects of Termination Section.
Territory	Sector 29, Nashik
Customer Payments	1. Service Provider acknowledges and agrees that it shall be responsible for ensuring that all payments by Customers are made electronically or digitally through Airtel authorized platforms only and are mapped to respective Customers' IDs. The Service Provider shall reconcile such details with Airtel periodically and / or at such intervals, as requested by Airtel from time to time. 2. Except as specifically provided herein this Agreement, Service Provider shall not charge any money from the Customers for the Services and / or telecommunication services or shall in anyway, exercise any control over the Customers.
Service Fee	In consideration of the Services provided by the Service Provider under this Agreement, the Service Provider shall be paid the Service Fee as set forth in Annexure - I . All tax or statutory liabilities arising in connection with transactions or any other liabilities pertaining to Service Provider's obligations under this Agreement shall be the sole responsibility of the Service Provider. Service Provider shall ensure that it fully complies with all requirements of GST, as applicable, and shall follow directions of Airtel insofar as Airtel determines that compliance with those directions is essential to ensure Airtel's compliance with the laws relating to GST. Service Provider acknowledges and agrees that Airtel shall be entitled to withhold taxes in accordance with Applicable Laws (defined below), and will remit the same to the applicable government authority.
Service Provider's representations, warranties and covenants	The Service Provider represents, warrants and covenants that it shall: 1. Strictly observe and perform all the terms and conditions set out in this Agreement including adherence with the service levels / performance targets as set forth in Annexure - I or as communicated from time to time and as may be necessary for performing the Services. 2. Maintain adequate manpower and other infrastructure for the purpose of carrying out its obligations under the Agreement. All the contractual and statutory payments including wages, salary, provident fund contribution, etc., payable to Service Provider's employees shall be the sole responsibility of the Service Provider. 3. During the Term, neither the Service Provider nor its employees, agents and representatives shall, directly or indirectly, without the prior written consent of Airtel: - 3.1 Market, solicit, sell, offer or accept offers to market, solicit, sell or offer services of any Airtel's competitor, or 3.2 Induce or refer any actual or prospective Customer to subscribe to services of any Airtel's competitor, or 3.3 Provide any Customer or any third party with any information / data pertaining to any services of any Airtel's competitor, or 3.4 Not offer the Distribution Services outside the Territory, either directly or indirectly. 4. Use Airtel provided processes, tool, applications and standard formats only for the Distribution Services.

	<p>5. Not make any incorrect, false, wrongful or fraudulent representation to Customers. Service Provider and its employees, agents, and representatives shall adhere to the Code of Conduct for Business Associates and Safety Policy for Franchise Broadband as amended, from time to time, and made available on the LCO portal.</p> <p>6. Ensure that customer verification process and other compliances including but not limited to security related compliances are carried out strictly in accordance with the Applicable Laws. Service Provider shall send to Airtel all such documentation / information as may be required under Applicable Laws and / or communicated by Airtel from time to time.</p> <p>7. Be solely responsible for the activities carried by Service Provider's distribution channel(s) and their compliance with the terms of this Agreement.</p> <p>8. Ensure that all the infrastructure whether provided by Airtel and / or deployed by Service Provider for performance under this Agreement, shall be utilized exclusively for telecommunication services of Airtel only.</p> <p>9. Basis its research in terms of connectivity and market requirement and / or directions received from Airtel, from time to time, contact and request customers for providing space in their premises for deployment of small cells and share such information with Airtel.</p> <p>10. Be responsible for procurement and installation, at its own cost, of all the necessary equipment's, such as splitters, ONT, faceplate, FAT Boxes, fiber cables, wires etc., to enable network for FTTH services at Customers' premises as per brand, quality and vendor specifications provided by Airtel.</p> <p>11. Be responsible, at its own costs and expenses, for procurement of all necessary licenses, permissions and approvals, including Right of Way (ROW) permissions, right of use of infrastructures such as poles etc., from the local, statutory and non-statutory bodies etc., as the case may be, for the purposes of providing the Infra Deliverables.</p> <p>12. Adhere to Airtel's guidelines while conducting any modification to the Equipment including but not limited to FAT Boxes.</p> <p>13. Not relocate the installed FAT Boxes without prior written consent from Airtel.</p>
Airtel's Obligations	Airtel agrees that it shall procure and supply ONT to Service Provider for the purposes of installation as per the scope of Services set out herein. For avoidance of doubt, the ONT shall for all intents and purposes remain the property of Airtel at all times.
Assets related rights	<p>Upon termination, expiry of this Agreement and / or disengagement of the Parties under this Agreement, in any manner, Airtel or at Airtel's sole discretion, any party nominated by Airtel, shall have the option to acquire / purchase any and all telecom equipment, assets and fiber procured and installed by the Service Provider for the purposes of and in connection with this Agreement (collectively, 'Equipment'). Airtel shall have the right to purchase such Equipment from Service Provider at depreciated cost of such Equipment the details of which are set out in Annexure - II and shall be updated on the LCO portal from time to time. Service Provider shall also be responsible for transferring all relevant records related to statutory permissions and payments, at no extra cost, including but not limited to ROW permissions and pole rents. Airtel may also exercise the right to purchase Equipment as stipulated under this Section, at any time, during the subsistence of this Agreement.</p> <p>Further, Service Provider agrees that it shall, in no event, sell or in any manner transfer or part with the possession of the Equipment in favor of any party other than Airtel and shall in no event sell or hand over possession thereof to any competitor of Airtel.</p> <p>If Service Provider has any outstanding dues payable to Airtel under this Agreement or any other agreement executed between Airtel and the Service Provider and / or Service Provider's affiliates, subsidiary, heirs, successors or assigns, Airtel shall have the right to adjust and / or set-off such amounts against the purchase of the Equipment.</p>
Audit Rights	Airtel shall have the right to conduct audit of Service Provider's business including but not limited to the records and documents pertaining to this Agreement as well as performance of Service Provider's contractual and statutory obligations as envisaged under this Agreement. Such audit and inspection may be conducted by Airtel, at any time, at its sole discretion.
Security Deposit	<p>1. The Service Provider shall, on or before execution of this Agreement, deposit with Airtel an amount of INR 25,000/- (Indian Rupees Twenty Five Thousand Only) as an interest-free refundable security deposit. This amount of security deposit is in lieu of upto 10 (Ten) ONTs that will be provided by Airtel to the Service Provider. Based on the customer activation and utilization of the ONTs thereof, the Service provider shall keep the security deposit amount replenished for at least 10 ONTs at all times. The security deposit shall remain deposited with Airtel during the Term of this Agreement. Based on business requirements and the transactions between the Parties, Airtel may require the Service Provider to deposit additional security deposit with it. The Service Provider shall, immediately on receiving written intimation from Airtel, arrange to provide the additional security deposit required by Airtel. The reference ID of the security deposit payment is INR 25,000/-.</p> <p>2. Airtel shall, subject to the provisions of this Agreement, refund the security deposit to the Service Provider on the expiry or termination of this Agreement. The Parties agree that Airtel has the absolute and complete right to deduct from such security deposit the amounts which may be found to be due, outstanding or payable to Airtel or Airtel affiliates by Service Provider for any reasons whatsoever, including the breach of any of the terms of this Agreement. Airtel shall be entitled to set-off the security deposit amount against any amount payable by the Service Provider to Airtel in connection with the Service Provider's obligations under this Agreement or any other agreements executed between Airtel or Airtel's affiliates, on one hand and Service Provider and Service Provider's affiliates, subsidiary, heirs, successors, assigns, on the other.</p>
Right of Set-Off	In the event, Service Provider defaults or delays in any of its payment obligations under any agreement that it may have with Airtel or its' subsidiary(ies) and / or group company(ies) and / or affiliate(s) (' Affiliate '), Service Provider hereby authorizes Airtel to set-off from the amounts payable to the Service Provider under this Agreement or make deductions therefrom and disburse such payments to Airtel's Affiliate.
Indemnity	The Service Provider hereby agrees to indemnify, defend and hold Airtel and its directors, officers, employees, agents, and/or assignees, their heirs and legal representatives, harmless against any loss, howsoever arising, out of or as a result of Service Provider's or its distribution channels' (a) conduct of the business including any misleading, incorrect or fraudulent representation and / or warranty, misconduct, negligence, unauthorized collection of amounts (b) breach of confidentiality; (c) breach of any of its obligations and terms and conditions of this Agreement; (d) violation of Applicable Laws; (e) claims from third parties; (f) infringement of IPRs; (g) breach of Airtel's rights covered under the Section 'Asset related Rights'.
Termination & Effects of Termination	<p>1. Airtel shall have the right to terminate this Agreement by written notice to the Service Provider for any reason including but not limited to breach by the Service Provider of any of the terms and conditions of this Agreement, or occurrence of an insolvency event. Such termination shall be effective from the date mentioned in such written notice.</p> <p>2. Airtel may terminate this Agreement for convenience upon 30 days' written notice.</p> <p>3. Subject to expiry of an initial period of three (3) years from the Effective Date ('Lock-in Period'), Service Provider may terminate this Agreement by serving a written notice of 90 (Ninety) days to Airtel. In the event of any breach of this sub-section by the Service Provider including any breach of the provisions contained in this Agreement by the Service Provider leading to termination which is not in accordance hereof, Airtel shall levy an</p>

	<p>amount of INR 50,000/- ('Termination Fee') and Service Provider shall be liable to disburse such amount forthwith to Airtel. For avoidance of doubt, it is clarified that levy of Termination Fee shall be in addition to other rights and remedies Airtel has by virtue of this Agreement and under Applicable Laws.</p> <p>4. Upon the termination or expiration of this Agreement for any reason, the Service Provider shall immediately discontinue the provision of Distribution Services and return forthwith all commercial and confidential information to Airtel.</p> <p>5. Neither any amount, whatsoever, shall be due to the Service Provider for loss of goodwill, anticipated profits and any other claims or losses in respect of such termination nor shall it use to its advantage or claim any right over the goodwill earned during the Term. The Service Provider hereby waives any claim to receive any compensation as a consequence of such termination.</p> <p>6. During the subsistence of this Agreement and six (6) months thereafter, the Service Provider shall ensure that neither Service Provider nor any of its distribution channels, at any time, either directly or indirectly, be engaged in the business of providing any service to any competitor of Airtel, without obtaining the prior written permission of Airtel.</p> <p>7. Service Provider further agrees that in case of termination of this Agreement, Service Provider shall not create or aid any kind of interference or hindrance in the performance of the service provider(s) appointed by Airtel.</p>
Dispute Resolution	The laws of India shall govern this Agreement, the courts of New Delhi shall have the exclusive jurisdiction in respect of any dispute or differences arising out of or in connection with or touching upon the subject matter of this Agreement.
General	<p>1. The Service Provider represents and warrants that it has obtained / shall obtain and maintain during the Term, all necessary permits, authorizations, licenses, clearances etc. required for the purposes of performing its obligations under this Agreement including but not limited to ROW permissions at its' own costs.</p> <p>2. Service Provider shall share copies of certificates / permissions / receipts related to all governmental, statutory and regulatory fees, charges, fines etc., with Airtel including but not limited to ROW permissions and pole rent receipts paid and payable by the Service Provider, on a quarterly basis.</p> <p>3. The Service Provider represents and warrants that it has the necessary knowledge, infrastructure, manpower and experience required for the Services and that it possesses the requisite financial capabilities to perform the above functions and such other functions as may be assigned to it by Airtel from time to time.</p> <p>4. This Agreement between the Parties is executed on Principal-to-Principal basis and nothing contained herein shall be deemed to create any partnership, joint venture or employment between the Parties hereto or between Airtel and Service Provider's representatives and employees. Service Provider shall not have the authority to bind, to contract in the name of or to create a liability for Airtel, in any manner whatsoever.</p> <p>5. Airtel and relevant regulatory / statutory authorities shall have the right to audit or inspect, at any time, including but not limited to any and all data, information, place and operation of business in relation to Services.</p> <p>6. Service Provider acknowledges, understands and agrees that employees, agents or representatives shall have no authority and/or right to bind Airtel in any manner whatsoever. It is clarified that the employees/representatives employed/engaged by the Service Provider shall be the sole employees/representatives of Service Provider and Airtel shall have no financial or statutory liability towards them.</p> <p>7. The Service Provider hereby expressly undertakes and declares to be solely held liable, accountable and responsible for ensuring all necessary statutory compliances in respect of its office premises, employees and business including but not limited to trade license, shops & establishment act permissions, property tax, advertisement tax, GST, any other approvals, licenses, permissions, levis or charges of whatsoever nature; telecom license conditions, directives, regulations, guidelines issued by statutory, governmental and regulatory authorities such as DOT /TRAI in relation to its scope of Services; Labour Laws including Provident Fund and Miscellaneous Provisions Act, Employees State Insurance Act 1948, Minimum Wages Act, Payments of Wages Act 1936; Data Protection Laws, Prevention of Corruption Act and orders, directions, decree, judgment of a judicial and / or quasi-judicial body etc. ('Applicable Laws').</p> <p>8. Service Provider shall furnish a list of personnel deployed by the Service Provider to Airtel within thirty (30) days from the Effective Date and keep the list updated during the Term of the Agreement whenever necessary. If Service Provider fails to furnish or update the list of personnel on time, Airtel shall levy a penalty of INR five thousand (5,000) for every subsequent 30 days delay.</p> <p>9. Service Provider shall maintain adequate insurance coverage for all its personnel deployed by the Service Provider and upon Airtel's request, Service Provider will provide certificates of insurance certifying compliance with this Clause 9 which will include a copy of the insurance policy endorsements or policy provisions.</p> <p>10. If Service Provider fails to comply with aforementioned Clause 9, Airtel shall facilitate insurance coverage for Service Provider's personnel and deduct any amount or cost incurred by Airtel for such insurance, from the Service Fee payable to the Service Provider.</p> <p>11. Under no circumstances, whether based on contract, warranty, negligence, strict liability, or otherwise, shall Airtel or its Affiliates be liable for any special, consequential, indirect, incidental or punitive damages of any kind or character, including but not limited to, loss of profits or revenues, loss of product, loss of use, cost of capital and the like, arising out of or related to any performance under or breach of this Agreement.</p> <p>12. Service Provider shall use the intellectual property rights of Airtel strictly in accordance with the authorization granted and only in connection with its performance under this Agreement.</p> <p>13. Service Provider shall, at all times, protect the data including but not limited to customer data and shall ensure and maintain the confidentiality of all information received by it by virtue of this Agreement in accordance with this Agreement and the Applicable laws.</p> <p>14. No failure to exercise or any delay in exercising any right, power or remedy by a Party under the Agreement will operate as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party granting that waiver unless made expressly in writing.</p> <p>15. This Agreement is the final, complete and exclusive expression of the agreement between the Airtel and Service Provider and supersedes and replaces in all respects any prior oral or written agreements. On execution of this Agreement by the Service Provider and Airtel, the relationship between the Service Provider and Airtel after the effective date of this Agreement will be governed by the terms of this Agreement and not by any other agreements, oral or otherwise.</p>

ANNEXURE - I

SERVICE FEE

Payout Structure	% Revenue
Base Payout	20%
Performance Linked Incentive (PLI)	10%
Total Payout	30%

Performance Link Incentive parameter	Value	PLI %
Customer down time (Fiber cable cut or Faults incl. FAT box/ Customer / Month in mins) - Excl. OLT	<=60	5%
	60 to 120	2.5%
	>120	0%
MTTR (Mean Time To Repair)	<=4 Hrs	5.0%
	4 to 6 Hrs	2.5%
	>= 6 Hrs	0%

- (i) **Airtel Circuits:** For Airtel Circuits - Enterprise customers, Small Cells & Mobility Sites connectivity: INR 500/- per month per connection.
- (ii) **Revenue:** Revenue shall mean and refer to broadband plan rental charges paid by a Customer for the Services provided in pursuance of this Agreement net of license fees & applicable taxes. For avoidance of doubt, the Revenue shall not include any other charges including recurring / non-recurring.
- (iii) **SLA:**
- Performance target can be revised periodically.
 - If Service Provider fails to install any connection within 72 (Seventy Two) hours of the receipt of the request, the commission payable to the Service Provider for such customer for such month shall be deducted from the payments to be made to the Service Provider.
 - If Service Provider fails to resolve any customer complaint within 48 (Forty Eight) hours of the receipt of the request, a deduction of INR 25/- (Indian Rupees Twenty Five only) per such default shall be made from the amounts payable to the Service Provider except where such complaint has arisen owing to a major fiber cut.
 - If Service Provider fails to replace any damaged equipment within 48 hours, Service Provider shall pay a penalty of INR 1500/- (Indian Rupees One Thousand and Five Hundred Only) per FAT Box.
 - In the event 10% or more Customers of the Territory leave Airtel network, it shall be deemed to be an abusive churn **Abusive Churn**) and Service Provider shall be liable to pay Airtel INR 2000/- per Customer, in addition to Airtel's right to exercise any other remedy available under this Agreement.

Service Provider agrees and acknowledges, that Airtel may, at its discretion revise the Payout Structure by notifying the Service Provider thirty (30) days prior to such revision

ANNEXURE - II

Cost of Acquisition

Cost of acquisition will be the net book value of the following assets at the time of acquisition. Equipment NBV will be computed as Gross Book Value - Accumulated Depreciation (As per Straight Line Method).
Gross Book Value will be calculated on the basis of Rate * Quantity of Equipment, where, Rate /Unit will be as per the table below and quantity of equipment will be as per Airtel's GIS records.

Asset Type	Life	Rate	Data Source
Fiber Cable	5 Years	Rs 13 / Meter	Airtel GIS
FAT Boxes	5 Years	1580	Airtel GIS
Splitter	5 Years	375	Airtel GIS

**** Rate and Life of Assets may change from time to time and the same will be updated on the LCO Portal from time to time**