

Distributer Agreement



THIS AGREEMENT is made and entered as of _____, by and between FFI INDIA.org (hereinafter referred to as "First Party"), a Company having its registered office at SCO-3, Sector 115, Kharar-Landran Road, District SAS Nagar (Punjab), existing under the laws of the State of India and -----(hereinafter referred to as "Business associate") a Individual/Proprietor/Company/Partner having its Main office/residing at -----in _____, existing under the laws of the State of _____.

Whereas the Business associate has approached the First party, a Net Marketing Company which is in the business of Marketing variety of Goods/Services and personally attended orientation session as organized and conducted by the management of First Party at -----wherein the Business associate was fairly informed about all information on all aspects of Net Marketing business including company's Goods/Services and remuneration system.

WITNESSETH: In consideration of the mutual covenants and conditions herein contained, and intending to be legally bound hereby, the parties mutually agree as follows:

1. Goods/services and Territory

1.1 Goods/services. First Party hereby appoints Business Associate for the sale of the Goods/ services in the Territory as defined below during the term of this Agreement.

1.2 Territory. First Party is appointing Business Associate hereunder with respect to the sale of Goods/Services to any Prospective Business Associate and his principal place of business is located in _____. The First Party has absolute right to appoint more than one Business associate in the above location or at any other location.

1.3 Best Efforts. Business Associate shall use its best efforts to promote and sell the Goods/Services to the maximum number of Prospective Business associates

1.4 Sales not Limited to Territory

Business associate may solicit orders from any prospective purchaser located outside the Territory. Business associate may deliver or tender or cause to be delivered or tendered any First Party goods/ services outside his/her Territory. Business associate shall not sell any Goods/Services to a purchaser if Business associate knows or has reason to believe that such purchaser intends to Purchase those Goods/Services with some malafide/ ulterior motives including selling of the purchased goods at price, higher than the Price on which goods/ services has been Purchased from the First Party or its designated Swiz business associate or the Distributor.

2 Prices and Payment

2.1 Purchase Orders

Business associate shall Place order for Goods/Services directly to First Party or its designated Business Associate or Distributor by submitting his goods/services requirement on a duly filled in First Party's prescribed purchase order

identifying the Goods/Services ordered and requested delivery date(s). All orders for Goods/Services are subject to acceptance by First Party or its designated Business Associate or Distributor. First Party or its designated Business Associate or Distributor shall have no liability to Business Associate with respect to purchase orders which are not accepted; provided, however, that First Party or its designated Business Associate or Distributor will not unreasonably reject any purchase order for Goods/Services.

Any Purchase order so received shall be executed only upon receiving /realization of Payment.

2.2 Prices

If a purchase order is accepted in accordance with Section 2.1 above, the prices for Goods/Services covered by such purchase order shall be at the price which are in effect, on the date of First Party 's or its designated Business Associate or Distributor on which the order has been accepted . Subject to the limitations contained in this Agreement, First Party may from time to time change prices, such change being effective immediately upon designated Business Associate's or the distributor's receipt of notice thereof; provided, however, that no price change shall affect purchase orders submitted by Business Associate and accepted by First Party or its designated Business associate or Distributor prior to the date such price change becomes effective.

2.3 Customer Prices

Business associate or the distributor of that location where the Goods/Services is to be delivered, shall not be free to establish its own pricing for Goods/Services so sold. Business associate shall notify First Party in writing about the volume of sale of each Swiz Multi Trade goods, he/she has made on Monthly basis.

2.4 Licenses and Permits

Business Associate hereby agrees: (i) to assist First Party in obtaining any such required licenses or permits by supplying such documentation or information as may be required by First Party ; (ii) to comply with such decrees, statutes, rules and regulations of the various State Govt. of India, Union Territories of India and agencies, or other instrumentalities thereof; (iii) to maintain the necessary records to comply with such decrees, statutes, rules and regulations; and (iv) to indemnify and hold harmless First Party from any and all fines, damages, losses, costs and expenses (including reasonably attorneys' fees) incurred by First Party as a result of any breach of this subsection by Business associate.

2.5 Packaging and Delivery

All Goods/Services ordered by Business Associates shall be packed for shipment and storage in accordance with First Party standard commercial practices. All Goods/Services will be packaged with Swiz Multi Trade Trade Mark. First Party or its designated Business Associate or Distributor shall deliver Goods/Services within 10 days time from the date of receipt of accepted Purchase order. Risk of loss and damaged to a Goods/Services shall pass on to Business associate upon the delivery of such goods/services. All claims for non-conforming shipments must be made in writing to First Party or its designated Business Associate or Distributor within ten (10) days of the passing of risk of loss and damage, as described above. Any claims not made within such period shall be deemed to have been waived and released. However, the first Party shall not be liable for any loss or compensation arising from any delay in delivery of the products.

2.6 Terms of Agreement Govern

In the event of any discrepancy between any purchase order accepted by First Party and this Agreement, the terms of this Agreement shall govern.

3. Other Obligations of Business Associate

3.1 Personnel Business associate can not recruit or employ any Personnel for sale & branding of Goods/Services so as to render prompt and adequate services to the users of the Goods/Services in the Territory. Business Associate will not charge any fee from prospective Business Associate towards joining /entry .

3.2 Documentation. Business Associate may prepare, at its own expense, all user and technical manuals and advertising and marketing information in his local regional language (vernacular) and provide First Party with advance copies of all such materials subject to and with the prior written approval of the First Party .

4. First Party 's Obligations

4.1 Marketing and Technical Assistance: First Party shall provide Business associate with such marketing and technical assistance as First Party may in its discretion consider necessary to assist with the promotion and sale of the Goods/Services. In this connection only at the request of Business associate, an employee or any representative of and on behalf of First Party will attend major trade shows and other key marketing events. All expenses so incurred towards Travel, Boarding and Lodging shall be borne and paid by Business associate.

5. Relationships of the Parties

5.1 Independent Entity: Business associate shall be considered to be an independent entity. The relationship between First Party and Business Associate neither to be construed to be that of employer and employee or an agent or a contractor etc. nor to constitute a partnership, joint venture or agency of any kind.

5.2 Business associate Expenses: Business associate shall bear and pay all of its expenses, including without limitation all travel, lodging and Boarding and entertainment expenses incurred in connection with its services. First Party shall not reimburse Business associate for any of those expenses.

5.3 No Obligations: Business associate shall have no right to enter into any contracts or commitments in the name of, or on behalf of, First Party, or to bind First Party in any respect whatsoever. In addition, Business associate shall not obligate or purport to obligate First Party by issuing or making any affirmations, representations, warranties or guarantees with respect to the Goods/Services to any third party.

6. Reporting

Business Associate shall provide First Party with written weekly, Monthly and quarterly reports, on First Party Prescribed Formats given in this regard which shall include customer call reports, business trends, any change in Marketing planning in the Territory, market forecasts and other reports reasonably requested by First Party which is aimed at improving Product quality its Packaging ,Product branding or market share including without limitation reports required for regulatory purposes.

7. Trademarks, Service Marks and Trade Names

Right to Use. Business associate may use First Party's trademarks, trade names and service marks listed below (hereinafter referred to as the "Trademarks") on a non-exclusive basis for the duration of this Agreement and solely for display or advertising purposes in connection with selling and distributing the Goods/Services in accordance with this Agreement.

8 Quality Control

In order to comply with First Party's quality control standards, Business associate shall: (i) use the Trademarks in compliance with all relevant laws and regulations; (ii) not modify any of the Trademarks in any way and not use any of the Trademarks on or in connection with any other Goods or services other than the Goods/Services of the first Party.

9. Covenant Not to Compete during the term of this Agreement, and for 12 months thereafter, Business associate shall not market directly or indirectly in the Territory any Goods/services which are competitive with the Goods/Services of the First Party

10. Limitations on Liability

Limit of Liability. FIRST PARTY'S LIABILITY ARISING OUT OF THE GOODS/SERVICES QUALITY, SALE OR SUPPLYING OF THE GOODS/SERVICES OR THEIR USE OR DISPOSITION, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY BUSINESS ASSOCIATE FOR THE GOODS/SERVICES.

11. No Consequential Damages

IN NO EVENT SHALL FIRST PARTY BE LIABLE TO BUSINESS ASSOCIATE OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF THE QUALITY, SALE OR SUPPLYING OF THE GOODS/SERVICES, EVEN IF FIRST PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

12. Indemnification

12.1 By Business associate: Business associate hereby agrees to indemnify, defend and hold harmless First Party, its affiliates and all officers, directors, employees and agents thereof (hereinafter referred to as "Indemnities") from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation attorneys' fees, expenses and settlement costs) (collectively, "Damages") arising out of or related to his/her conduct in the running of Swiz Multi Trade Business sale operations, including without limitation Damages arising out of or related to damage or injury to property of First Party or customer who have come in contact with him for sale or promotion goods/services of First Party

12.2 Insurance: During the term of this Agreement and for one year thereafter, Business associate shall maintain an insurance policy issued by a reputable insurance company, naming First Party as an additional insured, such policy shall insure against any and all claims, liabilities, costs or expenses resulting from or caused by or claimed to be resulting from or caused by any use or operation of any Goods/Services sold by him.

13. Termination

13.1 Material Breach. Upon the occurrence of a material breach or default as to any obligation hereunder by either party and the failure of the breaching party to promptly pursue within Forty Five (45) days after receiving written notice thereof from the nonbreaching party, a reasonable remedy designed to cure in the reasonable judgment of the non-breaching party such material breach or default, this Agreement may be terminated by the non-breaching party by giving 15 days written notice of termination to the breaching party, such termination will be effective upon the expiry of last day of above written notice of termination

13.2 Bankruptcy. Upon the filing of a petition in bankruptcy, insolvency or reorganization against or by either party, or either party becoming subject to a composition for creditors, whether by law or agreement, or either party going into receivership or otherwise becoming insolvent (such party hereinafter referred to as the "insolvent party"), this Agreement may be terminated by the other party by giving 15 days written notice of termination to the insolvent party, such termination will be effective upon the expiry of last day of above written notice of termination.

13.3 Change of Control. Upon the occurrence of a change in control or management or operating personnel of either party (the "changed party"), which has, or in the reasonable opinion of the other party could have, a material adverse effect on the business prospects or operations of such changed party and the failure of such changed party to promptly pursue within seven (7) days after receiving written notice thereof from the other party, a remedy designed to cure in the sole judgment of the other party, the other party's objections to such change, this Agreement may be terminated by the other party by giving 15 days written notice of termination to the changed party, such termination will be effective upon the expiry of last day of above written notice of termination.

13.4 Effective Date. The term of this Agreement shall begin as of _____(the "Effective Date"). The term of this Agreement shall expire on _____, unless terminated earlier pursuant to the terms of this Section.

13.5 Effect of Termination. In the event of a termination pursuant to any subsections 13.1, 13.2 or 13.3 above, upon expiration of this Agreement pursuant to either of subsections 13.4 or above, First Party shall not have any obligation to Business associate, or to any for compensation or for damages of any kind. Business Associate, for itself hereby waives any rights which may be granted to it under the laws and regulations of the Territory or otherwise which are not granted to it by this Agreement. Business associate hereby indemnifies and holds First Party harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by an agent or any other Swiz Business Associate under any applicable laws of the land and /or rules and regulations framed thereunder.

13.6 Payment After Termination. Termination of this Agreement shall not affect the obligation of Business associate to pay First Party all amounts owing or to become owing as a result of Goods/Service tendered or delivered to him/her on or before the date of such termination as well as the interest thereon to the extent, any such amounts are paid after the date they became or will become due pursuant to this Agreement.

14. Selling Off of Inventory

Business Associateshall have the right, to sell off its remaining inventory of Goods/Services after termination or expiration of this Agreementonly to the First Party as per First Party's Buy-Back Policy provided, Business Associateshall comply with all terms and conditions of this Agreement restricting such re-selling activities immediately prior to such termination or expiration.

15. Publicity

Business Associate agrees that any publicity or advertising which shall be released by it in which First Party is identified in connection with the Goods/Services shall be in accordance with the terms of this Agreement and with any information or data which First Party has furnished in connection with this Agreement. Copies of all such publicity and advertising material shall be forwarded promptly to First Party for approval prior to its use.

16. Modification

No modification or change may be made in this Agreement except by written instrument duly signed by Business Associate and by a duly authorized representative of First Party .

17. Assignment

This Agreement and the rights and obligations hereunder may not be assigned, delegated or transferred by either party without the prior written consent of the other party; provided, however, that Business associate's consent shall not be required with respect to any assignment, delegation or transfer by First Party to another division of First Party or to any affiliate of First Party or any division of such affiliate. This Agreement shall inure to the benefit of the permitted successors and assigns of First Party .

18. Notices

All notices given under this Agreement shall be in writing and shall be addressed to the parties at their respective addresses or registered e-mail ID. Either party may change its correspondence address or e- mail ID or its fax number for purposes of this Agreement by giving the other party written notice of its new address or e- mail ID or fax number. Any such notice by either party if given or made by registered letter shall be deemed to have been received on the date actually received or the date fifteen (15) calendar days after the same was posted (and in proving such it shall be sufficient to prove that the envelope containing the same was properly addressed and posted as aforesaid) and if given or made by fax transmission shall be deemed to have been received at the time of dispatch, unless such date of deemed receipt is not a Business Day, in which case the date of deemed receipt shall be the next such succeeding Business Day. In case, the notice is sent at registered E-Mail ID then the same shall be deemed to have been received on sending of the e-mail.

19. Waiver

None of the conditions or provisions of this Agreement shall be held to have been waived by any act or knowledge on the part of either party, except by an instrument in writing signed by a duly authorized officer or representative of such party. Further, the waiver by either party of any right hereunder or the failure to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, shall not be deemed to be a waiver of any other rights hereunder or any breach or failure of performance of the other party.

20. Construction of Agreement and Resolution of Disputes

20.1 Governing Law: This Agreement, which is in English, shall be interpreted in accordance with the commonly understood meaning of the words and phrases hereof in the INDIA, and its and performance of the parties hereto shall be construed and governed according to the laws of INDIA applicable to contracts made and to be fully performed therein.

In case of any dispute or differences arising out of this Agreement, its interpretation or transactions, the same shall be resolved through mutual understanding and as per company's complaint redressal Policy. In case the parties fail to resolve the same within 45 days of communication of such dispute by the party raising the dispute, the same shall be referred to Arbitration of a Sole Arbitrator appointed by the First party or Business Associate who shall act as per the provisions of Indian Arbitration & Conciliation Act 1996 as amended from time to time. If they cannot agree on an arbitrator, by the Court under the Arbitration Act. The arbitration shall be conducted in English and in accordance with the rules of Law applicable. The arbitration shall take place in Mohali, and shall be the exclusive forum for resolving such dispute, controversy or claim. The decision of the arbitrator or the court under the Arbitration Act shall be final and binding on both the Parties to this agreement.

20.3 Specific Performance. Notwithstanding anything contained in Section 20.2 to the contrary, each party shall have the right to constitute judicial proceedings against the other party or anyone acting by, through or under such other party, in order to enforce the instituting party's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.

21. Confidentiality

21.1 Nondisclosure. Business Associate agrees that First Party has a proprietary interest in any information provided to Business Associate by First Party, whether in connection with this Agreement or otherwise, whether in written or oral form, which is: (i) a trade secret, confidential or proprietary information; (ii) not publicly known; and (iii) annotated by a legend, stamp or other written identification as confidential or proprietary information (hereinafter referred to as "Proprietary Information"). Business Associate shall disclose the Proprietary Information only to those of its agents and employees to whom it is necessary in order properly to carry out their duties as limited by the terms and conditions hereof. Both during and after the term of this Agreement, all disclosures by Business Associate to its agents and employees shall be held in strict confidence by such agents and employees. During and after the term of this Agreement, Business Associate, its agents and employees shall not use the Proprietary Information for any purpose other than in connection with Business Associate's sale and distribution of the Goods/Services in the Territory pursuant to this Agreement.

21.2 Exclusions: Notwithstanding anything contained in this Agreement to the contrary, Business Associate shall not be liable for a disclosure of the Proprietary Information of First Party, if the information so disclosed: (i) was in the public domain at the time of disclosure without breach of this Agreement; or (ii) was known to or contained in the records of Business Associate from a source other than First Party at the time of disclosure by First Party to Business Associate and can be so demonstrated; or (iii) was independently developed and is so demonstrated promptly upon receipt of the documentation and technology by Business Associate; or (iv) becomes known to Business Associate from a source other than First Party without breach of this Agreement by Business Associate and can be so demonstrated.

22. Force Majeure Neither First Party nor Business Associate shall be liable in damages, or shall be subject to termination of this Agreement by the other party, for any delay or default in performing any obligation hereunder if that delay or default is due to any cause beyond the reasonable control and without fault or negligence of that party.

23. Compliance with Laws Each of Business Associate and First Party covenants that all of its activities under or pursuant to this Agreement shall comply with all applicable laws, rules and regulations. In particular, but without limitation, Business Associate shall be responsible for obtaining all licenses, permits and approvals which are necessary or advisable for sales of the Goods/Services in the Territory and for the performance of its duties hereunder.

24. Severability In any provision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

25 The Business Associate agrees to visit company's websites regularly to get him /her self updated on company's policy with regard to Business Plan, New Product /services launched or to be launched ,any change in the Management or company's Policy.

26 The Business Associate also agrees that all the terms and conditions as mentioned in First Party Prescribed BUSINESS ASSOCIATE APPLICATION FORM shall be part of this agreement and shall also be binding upon him during the enforcement of this agreement.

27 Both Parties to this agreement agrees that the terms and conditions of this agreement shall come into operation on the expiry of 30 days from the date of signing of this agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on -----of their free will by: -

Business AssociateFor FFI INDIA.org

[Signature Page To Follow]

SIGNED BY the within named Company,

FFI INDIA.org

SIGNED BY the within named ,

Mr. FFI India

Agree

Approved