**AGREEMENT FOR DEALERSHIP**

This agreement is made and executed on 24th, August of 2016.

**BETWEEN**

**M/s. ADAPT MOTORS PVT LTD.**, 1 Floor, Sri Venkateshwara Plaza, Prashanth Nagar, Near Panama Godown, Vanasthalipuram, Hyderabad, Telangana - 500070, hereinafter referred as the “**COMPANY**”, and includes its successors, assigns, nominees, legal heirs, etc.

**AND**

**KOYINNI RAMA RAO** S/O. K NAGAIAH Resident of H.No: 4-93/1, Main Road, Konijerla Mandal, Khammam Dist., Telangana State – 507305. herein after referred to as **DEALER** and includes successors, nominees, legal heirs, authorized representative, etc.

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

**DEFINITIONS**

As used herein, the following terms shall have the meanings set forth below:

1. "**Services**" shall mean the Company's services to be sold by **DEALER** and such services as may be communicated by the Company in writing to the **DEALER** from time to time.
2. "**TERRITORY**" shall be allocated during time of engagement by the Company in writing to the **DEALER**. Any change in "**TERRITORY**" shall be communicated by the Company in writing to the **DEALER** from time to time.
3. **DEALER** will have the title of "**DEALER**."

**WHEREAS:**

1. The **COMPANY** is manufacturing and marketing vehicles which are battery operated E Auto Rickshaw under the brand name **ADAPT MOTORS**.
2. The **DEALER** has approached the **COMPANY** to market **ADAPT MOTORS** in the **TERRITORY** of KHAMMAM District, hereinafter referred as **TERRITORY**.

**APPOINTMENT**

Considering request **COMPANY** hereby appoints the **DEALER as its selling agent** for the **TERRITORY** on the following terms and conditions of this Agreement and the **DEALER** hereby accepts such appointment. **DEALER**’s authority shall be to solicit customers for the services in the **TERRITORY** in accordance with the terms of this agreement. **DEALER** shall not have the authority to make any commitments whatsoever on behalf of **COMPANY**.

NOW, this agreement witnesses as under:

**ROLES AND RESPONSIBILITIES OF COMPANY**

1. **COMPANY** ensures forwarding the vehicles to the respective **DEALER** in each of the State assigned for and felicitating money transfer as per agreed upon terms and mode of payment for the received vehicles and passing on it to **ADAPT MOTORS**.
2. **COMPANY** will supply Vehicles at Ex-factory basis. Any future transportation within the **TERRITORY** will be at **DEALER**’s account. Please refer Annexure A.
3. It is agreed that **COMPANY** can do marketing activity for institutional sale in the **TERRITORY** and for such Sale **COMPANY** will pay the commission to the **DEALER** and the same shall be decided on case to case basis. Please refer Annexure A.
4. **COMPANY** has explained the norms for Marketing & Service of **ADAPT MOTORS** to **DEALER** and it will be the responsibility of the **DEALER** to explain in turn to his respective dealers/selling-agents and customers.

**ROLES AND RESPONSIBILITIES OF DEALER**

1. **DEALER** shall use his best efforts to promote the services and maximize the sale of the services in the **TERRITORY**. **DEALER** shall also provide reasonable assistance to **COMPANY** in promotional activities in the **TERRITORY**. **DEALERS** will assist the company by taking part in all promotional events, use the marketing inputs judiciously for maximizing orders.
2. **DEALER** will display **ADAPT MOTORS** in his **TERRITORY**. He is required to do all the activities related to sales promotion for the generation of enquiries, selling and delivering **ADAPT MOTORS**, after sales service etc.
3. **DEALER** can appoint dealers/selling-agent in his **TERRITORY**. It is expressly agreed by the **DEALER** that it will be his sole responsibility for any consequences arising out of any misdeeds by his agents/dealers and the **COMPANY** shall not be liable for any action of his agent/dealers. In order to establish fair trade practice.
4. **DEALER** has agreed that he will not take any trade deposit from his Dealers / agent. It is agreed that **DEALERS** will sell the product only in their respective **TERRITORY**. Any enquiry outside the **TERRITORY** of the **DEALER** will be passed on to the **COMPANY**. **COMPANY** may pass on this to the concerned **DEALER**(S) of that area and suitable over-riding commission may be passed on to the **DEALERS** and the same will be decided on case to case basis.
5. It is agreed that **DEALERS** will maintain the proper paid stock of spares from the **COMPANY**.
6. It is agreed that **DEALER** will appoint the proper Manpower for Sales and service purpose.
7. The supply of **ADAPT MOTORS** will be on payment basis terms decided from time to time. In general, it will be 50 % advance only.
8. The brands names, logo, etc. will always remain the properties of the **ADAPT MOTORS PRIVATE LIMITED.**, and **DEALER** can use these for the business development and promotion of the business covered in this agreement.
9. **DEALER** will ensure proper records of the **ADAPT MOTORS** products sold from time to time.
10. The initial order from **DEALER** to the **COMPANY** will be for 14 (fourteen) **ADAPT MOTORS** and subsequently in the lots. Spares will be supplied to **DEALER** as per mutual agreed terms time to time.
11. The complete territorial rights of **TERRITORY** are against dealership amount. Refer annexure A.
12. The Area Booking Price for **TERRITORY will** be Rs. 50,000/- only detailed commission and Dealer price of each unit is mentioned in annexure A.
13. Every Purchase order will be raised in number of lot. Each lot will be 14(fourteen) Numbers of Vehicles. Henceforth the minimum Purchase Order to be raised would be 50% of total cost while booking and 50 % after delivery of vehicles by COMPANY. For delivery period refer annexure A.
14. The **DEALER** will extend and honor the warranty of **ADAPT MOTORS** on behalf of the **COMPANY** to the customers as per standard norms from time to time. The fulfillment of the terms of warranty as per the standard norms of the **COMPANY** will be the responsibility of **ADAPT MOTORS** E VEHICLE (P) LTD., and it will be the responsibility of the **DEALER** if they promise anything over and above the standard norms.

**TERRITORY**

The **TERRITORY** is offered on exclusive terms to the **DEALER**. As a matter of understanding **COMPANY** will not appoint any other **DEALER**/Selling agent in the **TERRITORY** but **COMPANY** can appoint new **DEALER** in the same **TERRITORY** in the event of unsatisfactory performance of the **DEALER** in the view of the **COMPANY**. In such circumstances when **COMPANY** feels that the performance of the **DEALER** is not satisfactory, **COMPANY** can modify area of the **TERRITORY with prior notice period of 3 months.**

1. The local permissions for marketing of the vehicles in the **TERRITORY** will be obtained by the **DEALER** on behalf of **ADAPT MOTORS PVT LTD.,** and expenses for this will be borne by the **DEALER.**

However **COMPANY** will extend necessary support for doing such activity.

1. Conflict of Interest

**DEALER** warrants to Company that it does not currently represent or promote any Services that compete with the **ADAPT MOTORS** Company's Services. During the term of this Agreement, **DEALER** shall not represent, promote or otherwise try to sell within the **TERRITORY** any Services that, in **ADAPT MOTORS** Company's judgment, compete with the Services covered by this Agreement.

1. Indemnification by **DEALER**

**DEALER** shall indemnify and hold **COMPANY** free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts of **DEALER** or misrepresentation or breach of any obligations under this agreement.

**COMMISSION / INCENTIVE**

1. Sole Compensation

The **COMPANY** shall pay the **DEALER** commission at such rate as may be communicated by the **COMPANY** in writing to the **DEALER**, for whole or part of the services hereto, based on the Maximum Retailing Price of the product as fixed by the **COMPANY** on every new order. This commission will be subjected to the relevant taxes as applicable. The **COMPANY** reserves its right to revise the rate of commission from time to time and the same shall be intimated to the **DEALER** in writing by the **COMPANY**.

1. Basis of Commission

The Commission shall apply to all sales orders from customers solicited by **DEALER**. (Customers defined as an individual or a company who have bought the product/services from the **DEALER** for their own use.) No commissions shall be paid on orders received from outside the **TERRITORY** unless otherwise agreed in writing by **COMPANY** (iii) No commission will be paid to the **DEALER** until 100% payment pertaining to the order is received. The **COMPANY** reserves the right to change the commission / prices on products as and when required.

1. Time of Payment

The commission on all PAID ORDERS shall be due and payable by the **COMPANY**. Refer Annexure A for commission structure and payment schedule.

1. Monthly Statements

The **DEALER** shall submit to the company the monthly statements of commissions due and payable to **DEALER** under the terms of this Agreement.

**SALE OF THE SERVICES**

1. Prices and Terms of Sale

**COMPANY** shall provide **DEALER** with copies of its current market price and this is subject to change and the sole discretion of the same lies with the **ADAPT MOTORS** COMPANY, its payment schedules, and all Rules and Regulations and other material available for sales presentation and customer's information. DIDTRIBUTOR shall quote to Customers only those authorized prices, payment schedules, and terms and conditions as informed by **COMPANY.**

The services will be activated only after receipt of 100% payment pertaining to the order. The **COMPANY** will not refund any money in part or in full after payment on order is once received.

1. Acceptance

All requests for service obtained by **DEALER** shall be subject to acceptance by **COMPANY** and all quotations by **DEALER** shall contain a statement to that effect. **DEALERS** shall have no authority to make any acceptance or commitments to customers other than mentioned in this agreement. **COMPANY** specifically reserves the right to reject any request for service or any part thereof for any reason; **COMPANY** shall inform **DEALER** of any written acceptances on commissionable applications/orders.

1. Collection

Full responsibility for collection of payment from customers rests with **DEALER**.

**ADDITIONAL RESPONSIBILITIES OF DEALER**

1. Expense of Doing Business

**DEALER** shall bear the cost and expense of conducting its business in accordance with the terms of this Agreement. This would include salaries for the staff of the Direct Selling Agent who are engaged in the business of selling the products of the Company, expenses related to communications, telecommunication, mailing, conveyance and business entertainment if required. The **COMPANY** will not entertain any re-imbursement on any expense made by the **DEALER** other than the commissions.

1. Handling Charges of the Products

**DEALER** shall bear the handling charges of the products once they are dispatched from the **COMPANY**.

1. Promotion of the Products

**DEALER** shall make efforts to promote the sale of and stimulate demand for the Services within the **TERRITORY** by direct solicitation. In no event shall **DEALER** make any representation, guarantee or warranty concerning the Services except as expressly authorized by **COMPANY.** The **COMPANY** will take care of all online promotions on their website and ensure lead generations. Use of company logo, product logo, any advertising / promotion / marketing activity conceived originally by the **DEALER** should be first approved in writing by **COMPANY** before being implemented. Any expenditure incurred by **ADAPT MOTORS** for advertisement and campaigning will be divided between **ADAPT MOTORS**, **COMPANY** and **DEALER**.

1. Agents & Customer Service

**DEALER** shall inform and assist customers on **ADAPT MOTORS** Company's Services, and shall perform such additional customer services by e-mail, phone and fax, whenever needed, as good salesmanship requires and as **COMPANY** may reasonably request. **DEALER** shall notify **COMPANY** of any Customer's complaints regarding either the Services or vehicle performance and immediately forward to **COMPANY** the information regarding those complaints. Any damage or complaints arising out from vehicles which have been modified by the client will not be entertained.

1. Books and Records

All records and books should be properly maintained by **DEALER** for a regular timely audit.

**ADDITIONAL OBLIGATIONS OF COMPANY**

1. Assistance in Promotion

**COMPANY** shall, at its own expense, promptly provide **DEALER** with marketing and technical information, training concerning the Services, brochures, instructional material, advertising literature, and other product data.

1. Assistance in Technical Problems

**COMPANY** shall assist **DEALER** and its customers of the Services in all ways deemed reasonable by **ADAPT MOTORS** Company in providing solution of any problems.

1. New Developments

**COMPANY** shall inform **DEALER** of new Products or Services that are competitive with **ADAPT MOTORS** Company's Products Services and other market information and competitive information as discovered from time to time.

**TRADEMARKS AND TRADENAMES**

1. During the term of this Agreement, **DEALER** shall have the right to indicate to the public that it is an authorized **DEALER** of **ADAPT MOTORS** Company's Services. Nothing herein shall grant **DEALER** any right, title, or interest in **ADAPT MOTORS** Company's Trademarks and Trade names. At no time during or after the term of this Agreement shall **DEALER** challenge or assist others to challenge **ADAPT MOTORS** Company's Trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of **ADAPT MOTORS** Company.

**TERM AND TERMINATION**

1. Term

This Agreement shall commence on the date first written above for a period of [2 years] unless terminated earlier as provided herein below.

1. Termination

This agreement is valid till it is terminated. The termination of the agreement can be at any point of time if mutually agreed by both the parties. **COMPANY** can terminate the **DEALER** by giving 90 days’ notice in the event of unsatisfactory performance by the **DEALER**. The **COMPANY** can terminate the **DEALER** without giving any notice period in the event of any unethical or illegal activities by the **DEALER**. The **DEALER** can terminate the agreement by giving 90 days’ notice and after making suitable tie ups and arrangements for servicing of vehicles sold in his **TERRITORY**.

1. Return of Materials

All of **ADAPT MOTORS** Company's trademarks, trade names, data, photographs, literature, and sales aids, customer related database of every kind shall remain the property of **ADAPT MOTORS** Company. Within five (5) days after the termination of this Agreement, **DEALER** shall return all such items to company. Direct Selling Agent shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, **DEALER** shall cease to use all trademarks, marks and trade name of Company.

1. Agreement Review

This agreement will be reviewed by the company after a period of [12 months]. Any **DEALER** not performing to the full satisfaction of the company in terms of securing new orders and company's policies is liable to be terminated

**LIMITATION ON LIABILITY**

In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures or commitments in connection with the business or goodwill of **ADAPT MOTORS** Company.

**CONFIDENTIALITY**

**DEALER** acknowledges that by reason of its relationship to **ADAPT MOTORS** Company hereunder it will have access to certain information and materials concerning **ADAPT MOTORS** Company's business plans, customers, technology, and products/services that is confidential and of substantial value to **ADAPT MOTORS** Company, which value would be impaired if such information were disclosed to third parties. **DEALER** agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by the **COMPANY**.

**COMPANY** shall advise **DEALER** whether or not it considers any particular information or materials to be confidential. **DEALER** shall not publish any description of the Products/Services beyond the description published by **ADAPT MOTORS** Company and without the prior written consent of the **ADAPT MOTORS** Company AND **COMPANY**. In the event of termination of this Agreement, there shall be no use or disclosure by **DEALER** of any confidential information of **ADAPT MOTORS** Company and no point the **DEALER** shall directly engage in any dialogue with the **ADAPT MOTORS** Company or its representatives for any matters relating to business or service or complaints from clients or any any issues arising herewith after signing the agreement. The **DEALER** and its activities is only and directly related with the **COMPANY** only.

**GOVERNING LAW AND JURISDICTION**

This Agreement will be governed by and construed in accordance with the laws of Republic of India. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of Hyderabad.

**ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to neither this Agreement, nor any waiver of any rights under this Agreement to be done unilaterally and it shall be effective unless in writing signed by the party to be charged.

**NOTICES**

Any notices required or permitted by this Agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized overnight delivery service:

If to Company:

**Adapt Motors Private Limited,**

**Plot No: 33, Sri Venkateshwara plaza,**

**Vanashalipuram, Prashanth Nagar Colony,**

**Hyderabad. 500070.**

If to Direct Selling Agent:

**KOYINNI RAMA RAO**

**H.No: 4-93/1,**

**Main Road, Konijerla Mandal,**

**Khammam Dist., Telangana State – 507305.**

**NON-ASSIGNABILITY AND BINDING EFFECT**

A mutually agreed consideration for **COMPANY** 's entering into this Agreement is the reputation, business standing, and goodwill already honored and enjoyed by **COMPANY** under its present ownership, and, accordingly, **DEALER** agrees that its rights and obligations under this Agreement may not be transferred or assigned directly or indirectly. Subject to the foregoing, this Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and assigns.

**SEVERABILITY**

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

**HEADINGS**

Headings used in this Agreement are provided for convenience only and all not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

For Company,

**Adapt Motors Private Limited,**

**Plot No: 33, Sri Venkateshwara plaza,**

**Vanashalipuram, Prashanth Nagar Colony,**

**Hyderabad. 500070.**

If to Direct Selling Agent:

**KOYINNI RAMA RAO**

**H.No: 4-93/1,**

**Main Road, Konijerla Mandal,**

**Khammam Dist., Telangana State – 507305**.

Date: 24th, August 2016. Place: Hyderabad.

1. This agreement is subject to the jurisdiction of Hyderabad.

**Both** parties have agreed on the above terms and conditions and have executed this agreement on24th, August 2016. in the presence of witnesses.

**DEALER COMPANY**

* **WITNESS WITNESS**
* **WITNESS WITNESS**

Annexure A

The following are the on run business terms and conditions between COMPANY and DEALER.

1. The Product of company is E – Auto Rickshaw and E – Cart,
2. The dealer shall pay Rs. 3,00,000/- as dealership amount to company as dealership fee,
3. Dealer shall have complete territorial rights on **TERRITORY** for the sales of Adapt Motors units and company ensures the same,
4. Dealer will get commission of 14,000 + Incentives on each product,
5. Corporate sale will attract direct commission to dealer,
6. PO should be raised every month prior 15 days with 50 % advance for 14 units,
7. Dealer should ensure 500 Sq Feet’s Display area for adapt units.
8. If in case the proposed new districts are approved and come into business, the first priority will be given to the existing dealer, if the DEALER is expressing his inability the COMPANY can appoint new dealer.