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Md. Monwar Tipu

## DISTRIBUTORSHIP AGREEMENT

THIS AGREEMENT is made on this the Monday 16<sup>th</sup> August, 2021.

**Daosheng Enterprise Development Co. Ltd.**, a private limited company by shares incorporated under the Companies Act, 1994, having its corporate office at 144, Police Plaza, Gulshan-1, Dhaka-1212 (hereinafter referred to as 'realme' which term shall unless repugnant to the context and contrary to the meaning thereof include its successors-in-interest, representatives, administrators, executors and assigns) of the FIRST PART.

AND

Mugdho Corporation, Alaipur 6400, Natore Sadar, Natore. Assigning as a Natore dealer (hereinafter referred to as DISTRIBUTOR" which term shall unless repugnant to the context and contrary to the meaning thereof include its successors-in-interest, representatives, administrators, executors and assigns) of the OTHER PART.

WHEREAS, realme wishes to engage DISTRIBUTORS for marketing their products in Bangladesh; AND WHEREAS, the DISTRIBUTOR is engaged in the business of distributing mobile handset devices and other related products; AND WHEREAS, the DISTRIBUTOR has agreed to purchase and resell the products of realme in the territory as mentioned in Clause 4; AND WHEREAS, realme has agreed to engage the DISTRIBUTOR for purchase and resale of its products for the territory as mentioned in Clause 4. Now therefore, the DISTRIBUTOR and realme hereto agree on the following terms and conditions:

### **1. Definitions, Interpretation and Abbreviations:**

Unless otherwise expressed, the following words shall mean and include as defined below:

- 1.1 "Mobile" shall mean various types of mobile handsets, produced and/or traded by realme;
- 1.2 "realme Owned Delivery Points" shall mean \_\_\_\_\_ Warehouse and any other terminal leased/owned by realme;
- 1.3 "Delivery Points" shall mean realme Owned Delivery Points and Other Delivery Points;
- 1.4 "Effective Date" shall mean the date of the Agreement;
- 1.5 "Party" shall mean either realme or the DISTRIBUTOR and "parties" shall mean both realme and the DISTRIBUTOR;
- 1.6 "Product" shall mean the realme mobile and other related accessories/Products manufactured and/or traded by realme;
- 1.7 "Price List" shall mean wholesale and/or retail resale price list provided by realme to the DISTRIBUTOR for the Products and service covered under the Agreement;
- 1.8 "Territory" shall mean the shops which are appointed by realme in annexure B of the Agreement;
- 1.9 "Retail POS" means any Point-of-sales (non-exclusive, exclusive or otherwise) carrying and/or selling "realme" products and appointed by or tagged to the provisional DISTRIBUTOR by realme.
- 1.10 "Retail POS Order" means the order collect and delivery to Retail POS by party B.
- 1.11 "Distributor Order" means the Distributor place orders to realme.

### **2. Terms and Termination:**

#### **2.1 Term of the Agreement**

- 2.1.1 The term of the Agreement is for 1 (one year(s) from the Effective Date (the "Term").
- 2.1.2 Upon expiry of the Term, the Agreement may be extended by mutual agreement of the Parties.

"দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন"



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## 2.2 Termination for the DISTRIBUTOR' default:

realme may terminate the Agreement Immediately without prejudice to any other rights, which it may have against the DISTRIBUTOR:

- 2.2.1 If the DISTRIBUTOR adulterates the Product or tries to sell inferior quality product as realme's Product or dissuades customers from buying realme's Product;
- 2.2.2 If the DISTRIBUTOR sells or distributes the Product outside the Territory;
- 2.2.3 If the DISTRIBUTOR, in the sole opinion of realme, which shall be conclusive and binding upon the DISTRIBUTOR, becomes incapable of carrying out its obligations under the Agreement;
- 2.2.4 If there is any change in the constitution/management/ownership of the DISTRIBUTOR;
- 2.2.5 if the DISTRIBUTOR commits a breach of any provision of the Agreement/ realme's sales policies and procedures, and any other manual or circular or policy or instructions issued by realme from time to time and fails to remedy the same in the satisfaction of realme within the time as will be instructed by realme.
- 2.2.6 If any act of the DISTRIBUTOR is detrimental to realme's interest of which realme shallbe the sole judge.
- 2.2.7 If the DISTRIBUTOR does not deliver the Products to the shops accordingly to the schedule given by realme.

## 2.3 Termination for Convenience:

Either Party may terminate the Agreement without any reason and without penalty at any time by giving the other Party at least thirty (30) days prior written notice.

2.4 On termination of the Agreement, howsoever occasioned, the DISTRIBUTOR shall forthwith render complete account and pay realme all money due and payable by the DISTRIBUTOR under or by virtue of the terms and conditions of the Agreement.

2.5 If the DISTRIBUTOR commits a breach of any of the terms and conditions of the Agreement or act in any way prejudicial to realme 'sinterests, of which realme shall be the sole judge and realme or the bank nominated by realme may encase the Bank Guarantee to realize all the dues payable by the bank nominated by the DITRIBUTOR to realme.

## 3. Products to be distributed:

realme appoints the DISTRIBUTOR to purchase and resale the "realme" products.

## 4. Territory:

4.1 The DISTRIBUTOR is appointed the shops to sell realme products and described inGenex Ltd annexure B.

4.2 The Agreement shall be exclusive and realme reserves the right to establish additional distribution decision to secure adequate market coverage for Products.

4.3 realme and the DISTRIBUTOR shall make their best efforts to Increase the sales for the Products in the Territory assigned to the DISTRIBUTOR.

4.4 The DISTRIBUTOR shall not resell any Product outside the Territory (the shops)

4.5 If the DISTRIBUTOR sells the Products out of the Territory, it leads to a fine of 10 times of interests ((Supply Price minus Dealer Price)\*10\* sold quantity) in the first and second time, deducting directly from the Security Deposit.

4.6 If the DISTRIBUTOR sells the Products out of the Territory three times, realme Reserve the right to terminate the Agreement solely.

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#### 5. Price List:

5.1 realme shall provide the DISTRIBUTOR the Price List. The Price List is subject to Change on a monthly/weekly basis or as and when required and determined by realme solely. The DISTRIBUTOR must follow the reselling price (Dealer Price and Supply Price) structure fixed by realme in the Price List. The DISTRIBUTOR shall resell at the Price quoted In the Price List.

5.2 If the DISTRIBUTOR does not sell the Products at the Price quoted in the Price List, it leads to a fine of 10 times of interests (Supply Price minus Dealer Price) \*10\* sold quantity )

#### 6. Payments and Security Deposit:

6.1 The DISTRIBUTOR shall paymoneyin advance for the purchases of the Products from realme under the Agreement, such payment shall be made directly to realme designated account in a nominated bank, by TT (Telegraphic Transfer) or DD (Demand Draft) or cash. realme reserves the right to select the banks whose DD or TT will be acceptable to realme.

6.2 realme may arrange any other payment procedure, which must be accepted by the DISTRIBUTOR.

6.3 The Parties shall be responsible for payment of their own taxes and VAT and any other charges imposed by the government as per the applicable laws.

6.4 If the DISTRIBUTOR fails to make payment as per the Agreement or sales policy laid down by realme, realme is at liberty to stop supply of Products to the Distributor.

6.5 The DISTRIBUTOR shall make a Security Deposit of Tk. Two Lac only (2, 00,000) In favor of realme in the form of Pay Order/Cash/Demand Draft (PO/DD) which is redeemable by off-taking products in case of discontinuance of business without any interest subject to deduction/forfeiture in case of violation of any terms and conditions of the agreement or in case of realization of any compensation, damages or penalty by realme.realme may direct the distributor to deposit additional Security Deposit at any time with prior notification to the Distributor during the valid period of the agreement. In such case Mode of payment will be determined by realme and the Distributor will be notified by realme accordingly.

#### 7. Transportation& Delivery:

7.1 The DISTRIBUTOR shall have the options to take delivery of the Products from any Delivery Points, subject to the condition that realme may reject to deliver the Products from any particular Delivery Point(s) and direct the DISTRIBUTOR to take delivery of the Products from other particular Delivery Points.

7.2 The DISTRIBUTOR shall arrange to take by four-wheeler van/ truck from the warehouse or any other Delivery Point. However, the mode of transportation shall be selected at the full discretion of realme. realme will make a schedule for

Four wheeler van/truck loading and the DISTRIBUTOR shall ensure the availability of the four-wheeler van / truck as per the schedule. realme will ensure the quick loading onto the four-wheeler van / truck. However realme will not be responsible for any kind of delay in commencing and completing loading of four-wheeler van / truck.

7.3 The DISTRIBUTOR shall be delivered the Products to POS by this own cost and own team.

7.4 If realme delivers the Products, the DISTRIBUTOR shall be responsible for unloading and shall ensure to unload within the time specified by realme. The DISTRIBUTOR shall be responsible for any charge whatsoever regarding unloading of Products. If there is any delay in unloading of the Product, for reasons whatsoever, any demurrage paid to any authority or any third party and/or to the four-wheeler van/transport owner/contractor, shall be paid by DISTRIBUTOR. Moreover, the DISTRIBUTOR shall be responsible for any damage or loss of the Product during unloading.

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Anup Kumar Mitra

#### **8. Transfer of Ownership:**

- 8.1 The ownership and possession of the Product shall pass to the DISTRIBUTOR as and when the Product handed over to the DISTRIBUTOR at the Delivery Point.
- 8.2 Any damage and/or loss of the Product it caused thereafter shall pass to the DISTRIBUTOR and realme shall not be liable for such loss/damage.
- 8.3 whatever has been provided about transfer of ownership of the Product in this clause, the DISTRIBUTOR shall not impair the quality or quantity of the Product and shall not will fully damage or cause any adulteration of the Product, even after the transfer of ownership.

#### **9. Stock & Inventory:**

- 9.1 The DISTRIBUTOR shall provide space of 200.sft storage of Product. The stocking Condition has to be recommended by realme. The DISTRIBUTOR shall stock/store the Product at its own cost and risk without impairing the quality or quantity of the Product and shall not willfully damage or cause an adulteration of the Product , realme will only be responsible for products with itself quality problem.
- 9.2 The DISTRIBUTOR shall order the Product from the realme according to the requirement of the realme Inventory Policy.
- 9.3 In the normal month DISTRIBUTOR have to maintain the stock standard which standard set by realme policy.
- 9.4 In hot season, occasion and eid time minimum inventory shall include safe inventory, that is the amount of 50% of every model's sales volume last month
- 9.5 The realme reserve the right to check the stock of the DISTRIBUTOR every month at any time.

#### **10. Information & Confidentiality:**

- 10.1 The DISTRIBUTOR shall provide the necessary information relating their business by fill-up annexure A and submit Bank \_statement or Bank Guarantee, Copy of NID, addresses of their permanent residence.
- 10.2 The DISTRIBUTOR agrees not to disclose any confidential information to any third party whatsoever or use such information, in any way whatsoever detrimental to the interest of realme, except that such information is asked to be disclosed by any Government authority.

#### **11. Additional Obligations of the DISTRIBUTOR:**

- 11.1 Maintain a modern office, warehouse with competent staff, warehouse and transporting facilities according to the requirement of the realme.
- 11.2 Maintain a "the first purchased product be delivered at first policy" inventory system to retain quality of the Product subject to verification by realme.
- 11.3 Maintain a strong network and a computer subject to verification by realme.
- 11.4 The DISTRIBUTOR shall be true and faithful in all dealings with realme and with the POS.

#### **12. Disclaimer of Agency:**

realme and the DISTRIBUTOR will be construed as independent and nothing contained in the Agreement shall make realme or the DISTRIBUTOR an agent or partner of the other party.

#### **13. Applicable Law and Arbitration:**

- 13.1 This Agreement shall be governed by the law of Bangladesh.
- 13.2 If any dispute arises out of or in relation to the Agreement, the Parties shall make their best efforts to settle amicably through consultation. If such dispute cannot be settled with ninety (90) days after the dispute arises, such dispute shall be settled by arbitration under the Arbitration Act, 2001, the decision of the arbitration shall be final and binding upon the Parties.

#### **14. Assignment:**

The DISTRIBUTOR shall not assign any interest of any kind arising out of or in connection with the Agreement to any third person without any prior written consent of realme.

#### **15. Representations and warranties:**

- 15.1 The DISTRIBUTOR hereby represents and warrants that:
  - 15.1.1 It has the requisite authority or corporate authority(as the case may be ) to enter into the Agreement and consummate the transactions contemplated by the Agreement, including the obtaining of all requisite consents or approvals of, or exemptions by, any state, government or public bodies and authorities;
  - 15.1.2 The signing and delivery of the Agreement and all documentsin contemplation thereto and the performance of any transactions contemplated there under will not:

- contravene or constitute a default under any provision contained in its constitutional documents, any agreement, instrument, law, judgment, order, license, permit or consent by which the Party is bound or affected or
  - cause any limitation on the Party (whether imposed by any of its constitutional documents or by any law, order, judgment, agreement, instrument otherwise) to be exceeded
- 15.1.3 It has the valid requisite storage, infrastructure, financial support, and skilled and experienced personnel to provide the services contemplated under the Agreement.
- 15.2 The representations and warranties in this clause shall be deemed to be repeated, updated mutatis mutandis at each such date, on the date of each transaction undertaken under the Agreement.
- 15.3 Financial incapacities and/or technical difficulties of any Party, shall under no circumstances, be considered force majeure.

#### **16. Force Majeure:**

- 16.1 Neither Party shall be considered in default in the performance of any of its obligations hereunder if the failure to perform or the delay in performing such obligations results from events occurring in the circumstances set out hereunder:
- 16.1.1 The performance of any obligation hereunder is prevented, hindered or delayed because of any event or combination of events including war, (declared or undeclared), insurrection, revolution or civil strife, piracy, civil war or hostile action, general strike (hiatal) for minimum 24 hours, strikes or differences with workmen (except for disputes relating solely to OPPO's or the DISTRIBUTOR, employees), acts or the public enemy, rules and regulations of any payment\* authorities having or asserting jurisdiction in the premises or any other group, organization or informal association, earthquake, fire, flood, cyclone or other natural disaster and any other cause beyond the reasonable control of such Party and without fault or negligence of the Party affected by such force majeure; and
- 16.1.2 When any such event or combination of events has occurred, such Party shall take all reasonable actions to overcome any cause that prevents, hinders or delays performance of its obligations and to minimize its consequences and shall insofar as practical continue to perform its obligations hereunder.
- 16.2 The Party so affected shall immediately notify the other Party in writing the cause and the estimated extent to which Party is to be affected and take all reasonable measures with proper dispatch to remedy the condition.

#### **17. Amendment:**

No amendment, modification, supplement or waiver of the Agreement shall be binding unless executed in writing by the Parties.

#### **18. Notice:**

All notices concern, determinations, instructions and communication provided for herein shall be deemed to be validly given, made or served, If delivered in writing by facsimile or via overnight delivery or by recognized courier service or sent by registered or certified mail, to realme and the DISTRIBUTOR at their respective addresses mentioned hereinabove or as the Parties may otherwise direct in writing.

#### **19. Penalty Clause:**

For any complain or unethical activities or any activities contrary to realme policy or illegal, DISTRIBUTOR will be penalized in any manner at the discretion of realme and DISTRIBUTOR must oblige to it. These steps will be preceding termination. Here realme will penalize DISTRIBUTOR on percentage point basis or a fixed amount as decided by realme from time to time as deemed necessary. For DISTRIBUTOR negligence on any issue, if realme is penalized by any authority, DISTRIBUTOR will be liable to compensate.

**20. Investment:** As per realme company dealer policy dealer must have **TK 1.2 Core investment** on product lifting purpose. Dealer need to keep always stock balance amount at least **TK 80 Lac**. But this amount of investment may vary or change depends on area average sale.

**21. Extra investment On Festival Time:** As per business nature its simple and natural scenario that festival time sale will increase than regular sale. So, dealer needs extra investment during festival period. Like- Eid, Puja, New Year, Pohela Boisakh, etc. Festival Extra investment should be 50% to 70% or as per company demand.

**22. Due support:** As per realme management people recommended retail shop dealer need to give Due support to the retailer after verification of retailer business nature for increase sale.

**23. Due Recovery:** realme management is not responsible for any type of credit recovery, but when gives any credit support to retailer then definitely justify carefully about retailer business nature.

**24. Manpower Requirement:** Dealer needs at least one distribution manager and ESR as per requirement of realme regional team, Dealer will provide the ESR (Exclusive Sales Representative), This ESR will control by realme regional management team. ESR route plan, sales guideline, training etc. will monitor and given by realme regional team.

**25. Dealer Activity:** Every month/quarterly dealer need to arrange some promotional activities like-retailer lifting incentive offer, road show, retail meet program, Promotional lifting offer, etc.to increase the sale. Dealer cannot show any causes not to do these types of activities.

**26. PI and Copy product Sale Restriction:** As per realme policy it's highly restricted that Dealer cannot do any PI and copy product business also does not sale realme handsets to the retailer who is doing PI products business. If found any activities like this then realme has authority to close the Dealership.

IN WITNESS WHEREOF the Parties hereto, acting through duly authorized representatives, have caused the Agreement to be signed in their respective names on the date first above written.

For and on behalf of  
realme.

for and on behalf of

Signed in presence of: Saife Hansen

Signature/Name/ Address RSM Rajshahi

JAFAR ALI (TSM Natore)

Signature/Name/ Address

Abdul Mannan Tipu

M.T.  
P.08/2021

## ANNEXURE

### Certification:

The undersigned certify that, to the best of my knowledge and belief, the information below correctly describes me, my business and existence in Bangladesh.

Name of the DISTRIBUTOR: Mugdho Corporation

Name of Owner/Proprietor: Abdul Mannan Tipu

Date of Birth: 01.01.1961

Father's Name: Abdul Latif

Mother's Name: Late Jahura Khanam

Present Address: 56, Airport, Schoolpara, Ishwardi Pabna; Ishwardi PS; Pabna-6620; Bangladesh

Permanent Address: 56, Airport, Schoolpara, Ishwardi Pabna; Ishwardi PS; Pabna-6620; Bangladesh

National Identification No: 7623901502835

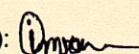
Passport No: A00028093

Bank Account No: 1781580020419

Name of the Bank: City Bank

### Photograph:

Specimen Signature (1): 

Specimen Signature (2): 

Specimen Signature (3): 