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### DISTRIBUTOR AGREEMENT

This Agreement is made at SB TEL Enterprises Limited, Dhaka, Bangladesh on the 28<sup>th</sup> March, 2019,

### **BETWEEN**

**SB TEL Enterprises Limited** a Company incorporated in Bangladesh having its Corporate Office at Rangs babylonia, Level 6-9, 246, Bir Uttam Mir Shawkat Road Tejgaon, Dhaka-1208 (here in after referred to as the "SB TEL Enterprises Limited" or the "First Party", which expression shall unless excluded by or repugnant to the subject or context, mean and include its successors-in-interest, legal representatives, executors, administrators and assigns), of the **ONE PART**.

**AND**

**Tulip -2** a company incorporated in Bangladesh as Proprietorship Company having their registered office at Address -56,Airport Road,School para,Ishwardi,,Pabna herein after referred as "Distributor" or the "Second Party", (which expression shall unless excluded by or repugnant to the subject or context, mean and include its successors-in-interest, legal representatives, executors, administrators and assigns), of the **OTHER PART**

"SB TEL Enterprises Limited" and Tulip -2 are here in after referred to in this agreement individually as a "Party" and collectively as the "Parties". Whereas the first party has offered the second party as a Distributor to be engaged for selling and distribute Symphony & helio handset and Tabs. The second has accepted the offer and now both parties are willing to do business.

**WHEREAS** the parties hereto mutually agreed as:

#### **01. Subject of Agreement:**

SB TEL Enterprises Limited hereby grants the Distributor, the right to sell and distribute Symphony & helio mobile phone to the retailer as in the manner as described in the following.

- SB TEL Enterprises Limited agrees after this Distributor Agreement and grants the Distributor right to distribute Symphony & helio mobile
- Area for distribution: The Area for distribution is Bhanga,Lalpur,Charghat,Puthia SB TEL Enterprises shall reserve all right to change or rearrange this exiting distribution area at any time without any prior notification.
- Business Target: A monthly sales target will be fixed by company considering the market potential and area. The Distributor will be required to lift the allocated product on a regular basis.

#### **02. Functional Area and Requirement:**

The Distributor shall promote Symphony & helio handsets in the designated area to the best of its ability. Distributor shall maintain and develop the necessary establishment and infrastructure in order to ensure the optimum sales of Contractual Products.

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For this purpose, the Distributor will ensure following:

- A. Required Investment: Primary investment 50,00,000, It may be change as per market demand. Distributor ensure his investment as per company business when required. As per Section 2.1 Distribution Manual
- B. Security deposit: 50,000, which is refundable end of business with SB TEL Enterprises Limited
- C. Credit: Distributor will not enjoy any credit.
- D. Office facilities corresponding to the requirement of the business: As per Distribution Manual Section 2.2
- E. Required manpower: As per Distribution Manual Section 2.3 & 3

### 03. Duration of Contract:

This Agreement shall valid for One Year commencing from 28<sup>th</sup> March, 2019 and will automatically extend for further unless either, if no one of the parties will send a termination letter in writing one month prior to the expiration of the contract period.

### 04. Rights and Obligations of the Parties:

- A. The Distributor shall not assign, transfer, or delegate any rights arising from this agreement to any third parties without written prior permission of the SB TEL Enterprises Limited authority.
- B. The Distributor shall not involve any other brand or non-brand mobile phone hand set business without prior permission of the SB TEL Enterprises Limited authority.
- C. The Distributor will purchase the Symphony & helio product solely from the company and not from source within or outside Bangladesh.
- D. In general, every assignment and sub-Distributorship between Distributor and a third party is not allowed. In case SB TEL Enterprises Limited makes an exemption, Distributor needs the prior written permission of SB TEL Enterprises Limited and shall then involve SB TEL Enterprises Limited in the contract.
- E. Distributor has to comply with all laws and regulations regarding the performance of its activities applicable in Bangladesh.
- F. Distributor can make financial agreements with external financial institutions based on this agreement.

### 05. Sales and Reporting:

SB TEL Enterprises Limited personnel/sales representative will have full cooperation of the Distributor in getting sales figures, stock in hand and outstanding payment status:

#### A. Sales Price:

- I) SB TEL Enterprises Limited will quote the price, including the retailer & user's price of the contracted products to be purchased by the Distributor. An updated price list is to be prepared by SB TEL Enterprises Limited from time to time and Distributor will not change or distort the quoted prices.
- II) The buying price and retail/resale price of the Mobile Phones are quoted in regular basis by SB TEL Enterprises Limited. SB TEL Enterprises Limited reserves the right to increases the price proportional to an increase in taxes and duties before the delivery, if any.

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III) SB TEL Enterprises Limited can retain price reduce or increase with or without price adjustment in the market by notice.

IV) Government rules and regulations regarding Vat & Tax will be applicable in terms of sales.

**B. Product Delivery:**

I) SB TEL Enterprises Limited will make delivery of the contracted products as per purchases order & delivered the product by courier service. If required distributor carry product at own risk and company will pay as per contact with courier.

II) The Distributor must receive their products by his own risk. After product receiving no claim will be accepted. It may be accepted from Distributors with the written & courier document of damaged and/or loss of the products. When Distributor will take the formal delivery of the product from courier, any sort of claim without proper document will be counted as invalid and company will not be responsible to pay.

**6. Terms of Payment:**

A. Distributor shall make payment according to the company's regulations, which may be in the form of Cash deposit /TT/DD etc. to SB TEL Enterprises Limited account before product lifting.

B. Distributor must deposit all liquid money to companies A/C for further lifting as per investment. (Investment=Un utilize company deposit + Stock in Distributor house+ liquid cash)

C. Company will not pledge any credit facility to the Distributors. Considering time & Situation Company may keep options of that.

**7. Warranty & Service:**

I) SB TEL Enterprises Limited stands guarantee for trouble free operation for one year of the supplied goods and undertakes the warranty to repair of any parts due to manufacturing defects which shall not include normal operational wear and tear for a stipulated period.

II) SB TEL Enterprises Limited will exclusively provide repair / service free of cost during the warranty period to the customer at service center. After the warranty period SB TEL Enterprises Limited can provide after sales service on payment.

III) Terms and conditions stated in the SB TEL Enterprises Limited provided warranty cards are to be followed in this respect.

IV) SB TEL Enterprises Limited will provide DOA & DAP (as per company policy) replacement facility to Distributor based on eligibility.

**8. Termination:**

**A. Immediate Termination**

In case of any breaches of this agreement, SB TEL Enterprises Limited may terminate the agreement with immediate effect. Examples of serious breaches include but not limited to:

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I) Border crossing. II) Over/ under pricing III) any unethical practices that may hamper company's image. IV) The Distributor failing to achieve his/her minimum sales target for any period, Bankruptcy or / and insolvency. V) The Distributor or any of its proprietors engages in any criminal or illegal activity connected directly to its business, or which is likely to bring SB TEL Enterprises Limited into disrepute or to its reputation. VI) Any financial opportunities takes from markets using companies logos, nameplate etc. without permission of company. VII) Involve any other person in the market to deposit company's accounts & claim products. VIII) Any non-cooperation to SB TEL Enterprises Limited. IX) without written permission involving with other brand.

B. Without exception, SB TEL Enterprises Limited. shall have the right to terminate this agreement by giving notice with immediate effect and the other party shall have the right to terminate this agreement by giving minimum 30 days prior notice.

If any external financial institute who has agreement with the Distributor based on this agreement, claims that the Distributor has defaulted payment, SB TEL Enterprises Limited reserves the right to hold Distributor product lifting.

#### 9. Renewal:

The validity of this agreement is one year and will be renewed automatically for a further period, if no one of the parties will send a termination letter in writing one month prior to the expiration of the contract period.

#### 10. Amendment:

Both the parties can amend any of the clauses under this Agreement at any time as both the parties mutually agreed to amend it. Any amendment will not be valid or enforceable unless the amendment will be duly signed by the relevant person of both the parties.

#### 11. Force majeure:

Neither party to this AGREEMENT shall be liable to the other for any delay or failure in performance which is due to any cause outside its reasonable control or avoidance including but not limited to cause by or arising from prohibition or restriction or decision by law or regulation of the Government/regulatory authority which has jurisdiction, acts of god, accident, riot, malicious acts of third parties, civil commotion, strike, lockout or industrial dispute by a third party, unavoidable power failure or fire (a "Force Majeure Event"). If

performance of the obligations under this Agreement is substantially prevented for a continuous period of 1 (one) month or more by virtue of a Force Majeure Event, the Party not being prevented from performing shall be entitled to terminate this Agreement upon written notice to the other Party.

#### 12. Dispute resolution:

The Parties shall use their best efforts to settle amicably all disputes and differences concerning the validity, scope, meaning construction or effect of this Agreement or any dispute or disagreement between the Parties hereto as to any matter relating to or arising out of this Agreement or its interpretation. However, any dispute arising out of or in connection with this Agreement (a Dispute) shall be referred by either Party first to:

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- (i) In the case of SB TEL Enterprises Limited,  
Head of Commercial
- (ii) In the case of the Tulip-2  
Proprietor Name: Abdul Mannan Tipu  
Contact No: 01715005658

If the Parties are unable to reach an amicable settlement within thirty (30) days then shall be referred to as per the Arbitration Act, 2001 of Bangladesh.

### 13. Governing Law

This Agreement shall be governed in accordance with the Laws of Bangladesh and both parties shall comply with all applicable laws of the Land.

### 14. Confidentiality

The Distributor has to ensure that its personnel will keep the restricted information secret and confidential and will not at any time for any reason whatsoever disclose it or permit it to be disclosed to any third party to make use of it or permit it to be made use of same except as permitted by SB TEL Enterprises Limited to carry out the duties and obligation under this agreement.

### 15. Entire agreement:

The provisions in the Agreement contain the entire agreement between the Parties and supersede all previous communications, representations or agreements, either oral or written, with respect to the subject matter of the Agreement.

### 16. Severability:

If any provisions of this Agreement shall be construed to be illegal or invalid, they shall not affect the legality, validity and enforceability of the other provisions of this Agreement. The illegal or invalid provision shall be deemed to be deleted from this Deed of Agreement and no longer incorporated herein but all other provisions of the Agreement shall continue as valid and enforceable to the extent possible.

### 17. Counterpart:

The Agreement shall be executed in two original copies for each of the Parties and each of the copies shall be constituted as original but both the copies shall constitute one Agreement.

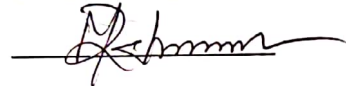


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IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE PUT THEIR RESPECTIVE SEALS AND SIGNATURE, THE DAY MONTH AND YEAR WRITTEN ABOVE.

For and on behalf of

SB TEL ENTERPRISES LIMITED



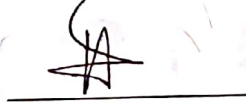
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Name: Md. Maksudur Rahman

Designation: Sr. Director, Business Operation

Date:


In the presence of:



1. Name: M. A. Hanif

Designation: Head of Sales

Date:



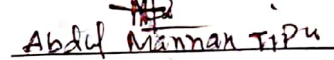
2. Name: Mohammad Atikur Rahman

Designation: Head of Commercial

Date:

For and on behalf of

Tulip-2



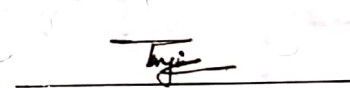
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Name: Abdul Mannan Tipu

Designation: Proprietor


Date:

In the presence of:



1. Name: Tanjim Faridush

Address: Rakhonagor, Pabna.

Date: 



2. Name: Tofayel Ahmed

Address: Valuepara, Ishwardi, Pabna.

Date: