



National Distributor Agreement for Solar Connectors

This Distributorship Agreement is made on 1st day of March 2019 at Mumbai between **Elcom International Pvt. Ltd.**, a company incorporated under the Companies Act, 1956 and having its registered office at **20, Prabhadevi Industrial Estate, Veer Savarkar Marg, Prabhadevi, Dadar(E), Mumbai-400025, MS, India** (hereinafter referred to as **ELCOM & Synergy Telecom Pvt Ltd** having its registered office at **House No. WZ-47, Basement, Saini Chowk, Budela Village, Old Viskaspuri, New Delhi 110018** (hereinafter referred to as **DISTRIBUTOR**). Both the entities **ELCOM** and **Distributor**, collectively referred to as the "**PARTIES**".

Purpose of the agreement:

Elcom to develop a national customer-oriented sales, support and service of distributor for ELCOM Solar connector in India.

General Terms

I. Confidentiality

Distributor acknowledges and agrees that in the course of, or incidents to, the performance of this Agreement, Elcom may provide to the Distributor, or Distributor may become exposed to, confidential information. For purposes of this Agreement, the term "confidential information" shall mean all information developed by Elcom or received from third parties and held in confidence by Elcom and/or its affiliates, including, without limitations, all information relating to existing and potential customers, suppliers, markets, contracts, prices, programs, requirements, strategies, products, technology, know-how, information, data, processes, inventions, developments, formulations, applications and methods of manufacture, to the extent that any such information, as of the date of disclosure to or development by Distributor, was not disclosed in published literature or generally available to the industry. Distributor recognizes and acknowledges that, in many instances, Elcom and/or its affiliates are bound by contractual or other obligations to hold and use confidential information received from third parties in confidence, and that Distributor failure to do so may constitute a breach of such obligations. Distributor, therefore acknowledges and agrees that its undertakings with respect to the use and dissemination of such third-party confidential information are made and intended for the benefit not only of Elcom and its affiliates but also of all parties that provide Elcom with confidential information.

II. Duration of Agreement:

This Agreement shall be valid for a period of One years and shall be automatically renewed for the subsequent years unless otherwise notified (in writing) three (3) months in advance, by either of the PARTIES.



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III. By this agreement:

1. Distributor shall use every endeavour to meet or exceed the sales targets allotted by ELCOM YOY basis, where ELCOM wish that Distributor should show growth in line with ELCOMs sales growth plan YOY basis.
2. Distributor is entitled to appoint salesmen, commission agents on their own cost, to promote product range of ELCOM, with the written consent from ELCOM.
3. Distributor shall maintain the minimum stock level of each product as set by ELCOM and also shall achieve the allotted sale target for mentioned period of this agreement. [Minimum Stock Level & Sales Target will be communicated at the start of every Six Months]
4. Distributor shall participate in the exhibitions and at other promotional activities in TERRITORY, APPLICATION AREA and SERVICES.
5. In case of any defects or customer complaints related to PRODUCTS or SERVICES, Distributor shall inform ELCOM immediately (within 48 working hours).
6. Distributor shall give ELCOM at least 45 days written notice in advance of any undertaking to formally represent or distribute products competing with ELCOM.
7. In case of any infringement of this agreement by either of the PARTIES, the non-infringing party reserves right to terminate the agreement immediately with written notice to other party.
8. This Agreement shall be governed by and construed in accordance with the laws of India and is subject to the exclusive jurisdiction of the Courts of Mumbai, India and may be modified or waived only in writing and signed as accepted by both the PARTIES.
9. While this agreement is in force and two years after it ceases, both parties agree not to hire any personnel or entertain any enquiry for employment from employees of either of the parties.

IV. During the agreement is in force &/or After it's termination:

1. Distributor shall NOT apply any other trademarks or registered design to Elcom PRODUCT.
2. Distributor shall NOT alter or interfere with PRODUCT or their packaging without the prior written approval from ELCOM. Distributor agrees that any changes made to Elcom Products by Distributor voids warranty unless such change has been approved by ELCOM, in advance in writing, on a transaction specific basis.
3. Distributor should not start manufacturing prevailing ELCOM product range which is marketed and sold by him under any other brand name for 3 years from either Termination or Discontinuation of business between ELCOM and Distributor,
4. Distributor shall not, without prior written approval from ELCOM; alter, enlarge, or limit orders, or make representations or guarantees concerning the Products, other than those extended by Principal, or accept the return of or make any allowance for the Products
5. Distributor shall not use ELCOM's trade names or trademarks as part of Distributor's corporate or business name. Distributor may, however, indicate on stationery, calling cards and other promotional or sales material that it is an authorized sales Representative for Elcom's Products.

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6. Distributor shall not assign the rights or obligations under this AGREEMENT without the prior written approval from ELCOM
7. Distributor cannot change (reduction in Qty) forecasted quantity for the next 2 months and if has to change; do so in consultation with Elcom from 3rd Month on rolling basis.

V. ELCOM Undertakes & Keeps its right:

1. To lead local co-operation between different ELCOM parties (sales executives, managers) and Distributor to ensure opportunities in business growth according to win-win principles.
2. To encourage its customers in TERRITORY to purchase PRODUCTS in APPLICATION AREA from Distributor.
3. To ensure availability of PRODUCTS, technical support with appropriate product & services training.
4. To provide Distributor with reasonable quantities of sales promotion materials as may be deemed necessary by ELCOM.
5. To promote ELCOM's name and its PRODUCTS through exhibitions and advertising in relevant trade press as deemed necessary by ELCOM.
6. To provide Distributor with advance notification of PRODUCT changes with respect to technical specifications, prices or other commercial conditions of this agreement.
7. To divert the business of any customer in the Territory to the Distributor.
8. To appoint additional Distributors in the area as required for the business.

VI. PROPRIETARY INFORMATION

The Distributor hereby agrees that all information in writing, oral and / or other physical form delivered by ELCOM which is designated to be proprietary and confidential will be safeguarded and will not be divulged to any other party including its own employees and / or associates or any other third party, who are not directly connected with the manufacture of the items warranted in this Agreement, during and after the tenure of this Agreement

VII. AUTHORITY

ELCOM warrants that it has the unqualified right to enter this Agreement, that it is the owner of all rights and licenses to all technology, intellectual property and other deliverables under the terms of this Agreement, and that it has the right to perform all obligations under this Agreement.

The PARTIES herein have set their respective signatures in acceptance of the terms and conditions set forth hereinabove and they agree to abide by the same.

Elcom International Pvt. Ltd.

Sign : [Signature]
Name : Dr. Girish Vaze
Title : CMD
Date : 01/03/2019
Place : MUMBAI

Distributor Name:

Sign : [Signature]
Name : Pradeep Kr Agrawal
Title : Director
Date : 01/03/2019
Place : Mumbai

Enclosures:



1. Distributor Information Form
2. Price List with MOQ
3. Business Terms & Conditions

Business Terms & Conditions

Product Range: Elcom Solar Products

Security Deposit :

Agreed Sales Target for the year (will be communicated)

Payment Terms: 100% Advance Against Performa Invoice Before Despatch

Delivery Terms : Ex-works Kolhapur, Maharashtra

Duties & Taxes : Extra, at actual as applicable

Lead Time : 3 weeks, If monthly forecast is given; delivery would be 2 weeks from receipt of PO.

Warranty : 1 year from date of invoice against any genuine manufacturing defects.

Any rejection should be intimated within 3 months of supply with samples and reference of the original Invoice. Any material not intimated as rejection within 3 months of supply would not be accepted.