

C & F AGREEMENT

THIS AGREEMENT is made on the _____

BETWEEN:

[Gazal Info Technologies], ("The Company")

378, 2nd Floor, Majithia
Complex M.M. Malviya Road
Amritsar – 143001, Punjab

“ABC Co.”(“C & F”)

.....
.....

WHEREBY IT IS AGREED as follows:

A. Definitions

- A. "Territory" shall mean the area or areas listed in Schedule 1.
- B. "Trade Mark" shall mean those trademarks and all other intellectual property listed in Schedule 2.
- C. "Fees" shall mean all charges made by the company to the C & F as part of granting the C & F, supplying goods and services to the C & F, managing and overseeing the C & F and marketing the C & F.
- D. "C & F Manual" shall mean the operational manual given to the C & F by the company at the commencement of this Agreement

B. Appointment

- A. The company appoints the C & F [*an exclusive basis*] in **STATE.**
- B. The Company hereby grants to the C & F all the relevant rights to carry on Business of Gazal Info Technologies (GPS Max Tracker) device as a C & F.

C. Location

- A. The C & F will operate the C & F from the

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D. Contract Term

- A. This Agreement shall remain in force for the period of **5 years** from the date of signature by the parties.
- B. The Company agrees to allow the C & F to renew the C & F subject to renewal terms being agreed and where the C & F has operated the C & F successfully and in accordance with the terms of this Agreement and the C & F Manual.

E. Fees & Payment Terms

- A. On the signing of this Agreement the C & F will pay to the Company the Sum of Rs.10,00,000 (Ten Lac Only). Advertising from company as per work. (Newspaper, Media, Web etc..)
 - 1. You will get stock of RS. 7,00,000. (Seven Lac Rupees Only).
 - 2. You will also get corporate sale profit as work from company end.
 - 3. You will also appoint Distributors and Dealers depend on your state.
 - 4. All material Brochures & Pamphlets,
 - 5. Canopies Required as per work.
 - 6. Flexies as per work
 - 7. Shine board
- B. The C & F shall pay a *advance* Product Fee, the amount depending upon the amount of Products and materials ordered from the Company.
- C. Stock must be delivered by the company to the C & F within Seven (07) Working days.
- D. The C & F shall also pay the Company all reasonable expenses incurred by the Company in obtaining payment from the C & F where any payment due to the Company is overdue. Such costs to include (but not be limited to) legal fees, court fees and enforcement fees.

F. Company Responsibilities

The Company will carry out the following during the Term of this agreement:-

- A. Provide a copy of the C & F Manual and a replacement copy of the C & F Manual if and when it is updated during the course of this Agreement.
- B. Provide adequate initial technical training to the C & F/Technician, so that the C & F can successfully operate the GPS Max Tracker device.
- C. Provide further ongoing training where the Company deems it necessary.
- D. Keep the C & F regularly informed of marketing carried the Company.
- E. Regularly monitor and audit the C & F to ensure that quality standards are met achieved by the C & F.

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- F. Provide ad hoc advice where the C & F encounters operational problems that they are unable to overcome.
- G. One year Warranty & Guarantee on the product.
- H. If there is any technical default or any other kind of default in the product that would be replaced by the company within 10 working days.

G. Suspension & Termination

In addition we may, without notice, bar Services and or suspend or terminate this Agreement wholly or partially for any of the following reasons:

- A. You supply or have supplied at any time false, inaccurate or misleading information to us;
- B. You fail to observe and/or comply with any of this Agreement or any relevant law or any of our intellectual property rights;
- C. If for any reason we are unable to provide the Service to you or if intermittent checks, modifications and/or maintenance are deemed necessary to the Network;
- D. If you fail to meet the condition of the contract, the contract will be dismissed & company will free to give C & F to other party. BUT, Before Termination Company will give a (30 Day's) NOTICE to C & F in writing.
- E. You fail to pay us any sums due under this Agreement or any other agreement between us and you on the due date specified in the invoice, notwithstanding the issue of any invoices thereafter;
- F. You are adjudicated bankrupt, become insolvent or make any composition or arrangement with or assignment for the benefit of creditors;
- G. You die or, in the case of a partnership, it's or is intended to be dissolved; However In case of death, legal representative/heirs of the C & F, shall be carrying on the business and in future the C & F wants to add new partner then the same will be allowed and company will make a new agreement.
- H. Your age of the Service is unusual or excessive;

H. Force Majeure

If we are prevented from carrying out any obligation in this Agreement by reason of any act of God, act of State, act of a national or international regulatory body, riot, insurrection, civil commotion, strike, sanctions, boycott, carrier dispute, embargo, an act or default of any supplier, agent or other person, or any other circumstance (a "force majeure event") which in our sole opinion is beyond our reasonable control, our performance of this Agreement will, to the extent that it is made impossible under the circumstances, be suspended until such circumstances cease to exist. We will not be liable to you for a failure to perform, or a delay in performing, any such obligation set out in this Agreement.

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I. Copyright

- A. Gazal Info Technologies reserves all proprietary rights and copyrights to and in any and all documents provided to the Appointed C & F, including but not limited to, cost estimates, drawings, and technical documentation. Such documents may not be made available to any third parties without company consent.
- B. Gazal Info Technologies ., at its sole expense, shall: (i) defend any legal proceeding brought by a third party against Appointed C & F to the extent that the proceedings includes a claim that any Contractual Product as furnished by the company under an Agreement directly infringes the claimant's patent, copyright, trademark, or trade secret; and (ii) hold Appointed C & F harmless against damages and costs awarded by the final judgment in such proceeding to the extent directly and solely attribute able to such infringement.
- C. If any Contractual Product is, or in Gazal Info Technologies. opinion is likely to become, the subject of a claim of infringement as referred to under this section X (2) above, Company shall have the right, without obligation and at its sole option, to: (i) procure for Appointed C & F the right to continue to use or sell the Contractual Product, (ii) provide replacement product, or (iii) modify the Contractual Product in such a way as to make the modified Contractual Product non-infringing; or (iv) terminate any Agreement to the extent related to such Contractual Product.

J. Place of Performance and Place of Jurisdiction, Arbitration

1. In business dealings with fully qualified merchants, entities under public law or endowed with special funds under public law, the place of performance for Appointed C & F's obligation to make payments shall be Gazal Info Technologies. Place of Jurisdiction is Amritsar, Punjab.

2. Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Indian Rules of national arbitration in force on the date when the Notice of Arbitration is submitted in accordance with these Rules..

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(Signature "Company")
Gazal Info Technologies

Mr. Manish Kandhari
0956619999,08558856856

.....
(Signature "C & F")
"ABC Co.."

Mr.

Witness (Stamp, Sign & Date)

Witness (Stamp, Sign & Date)

1.....

2.....

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