

**DEALERSHIP AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_\_  
BETWEEN:

**[Gazal Info Technologies], ("The Company")**  
378, 2<sup>nd</sup> Floor, Majithia  
Complex M.M. Malviya Road  
Amritsar – 143001, Punjab

**“XYZ Co.”(“Dealership”)**  
-----  
-----

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 Dealer as part of granting the dealership, supplying goods and services to the dealer, managing and overseeing the dealer and marketing the dealer.
- D. "Dealership Manual" shall mean the operational manual given to the dealer by the company at the commencement of this Agreement

**B. Appointment**

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

**C. Location**

- A. The Dealer will operate the Dealership from the [.....]

## D. Contract Term

- A. This Agreement shall remain in force for the period of **5 years** from the date of signature by the parties if sales target (10 Devices sale/monthly) which will be decided by the company and fulfilled continuously by the dealer.
- B. The Company agrees to allow the Dealer to renew the Dealership subject to renewal terms being agreed and where the Dealer has operated the Dealership successfully and in accordance with the terms of this Agreement and the Dealership Manual.

## E. Fees & Payment Terms

On the signing of this Agreement the Dealer will pay to the Company the Sum of 1,00,000 Rs (One Lac Rupees Only) –the Initial Franchise Fee.

- A. You will get Ten GPS Devices (STOCK).
- B. Advertisement Material (Brochure, Pamphlets & Flex etc)
- C. 1 Canopy
- D. Product and Technician Training
  
- E. The Dealer shall pay a *advance* Product Fee, the amount depending upon the amount of Products and materials ordered from the Company.
- F. All fees must be paid within seven (07) days of the invoice date.
- G. The Dealer shall also pay the Company all reasonable expenses incurred by the Company in obtaining payment from the Dealer 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.
- H. Company is authorized to appoint another dealer in 5-10km territory areas from existing dealer.

## F. Company Responsibilities

**The Company will carry out the following during the term of this Agreement:**

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

- F. Provide ad hoc advice where the Dealer encounters operational problems that they are unable to overcome.

## 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 your Monthly sales target the contract will be dismissed that time & company will free to give dealership to other party.**
- 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;
- 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.s

## I. Copyright

- A. Gazal Info Technologies reserves all proprietary rights and copyrights to and in any and all documents provided to the Appointed Dealer, 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 Dealer 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 Dealer 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 Dealer 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

- A. 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 Dealer's obligation to make payments shall be ***Gazal Info Technologies***. Place of Jurisdiction is Amritsar, Punjab.
- B. 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.

## K. Terms & conditions

- A. Once Goods Sold Under No Circumstances will be Taken Back

.....  
(Signature "Company")  
**Gazal Info Technologies**

**Mr. Manish Kandhari**  
**09256619999, 08558856856**

Witness (Stamp, Sign & Date)

1.....

.....  
(Signature "Dealership")  
**"XYZ Co."**

**Mr. ....**

Witness (Stamp, Sign & Date)

2.....