

DISTRIBUTOR AGREEMENT

This Distributor Agreement ("Agreement") is made and entered into on this ____ day of November, 2024, by and between:

1. **Infibulls solutions llp Financials** ("Franchisor"), a partnership firm having its principal office at Infibulls solutions llp-3rd floor, B2B Centre, 314, Agarwal, D'Monte Ln, next to Malad Industrial Estates, Kanchpada, Malad, Mumbai, Maharashtra 400064, (hereinafter referred as the "Distributor") and
2. **[Distributor Name]** ("Distributor"), having its principal office at [Address]., (hereinafter referred to as the "Distributor".)

The Distributor and Distributor are collectively referred to as "**Parties**" and individually as a "**Party**".

RECITALS

- A. The **Distributor** has established a distinctive and well-organized business model for the sale of unlisted shares, specializing in companies listed exclusively with **Infibulls solutions llp**. The Distributor has invested considerable resources in developing a system that includes innovative marketing strategies, operational techniques, and proprietary tools, enabling the efficient sale of these shares. These efforts have resulted in a unique and recognizable identity for Infibulls solutions llp in the market for unlisted shares.
- B. The **Distributor** has expressed interest in becoming a part of this established system and wishes to operate a Distributor under the Infibulls solutions llp brand to sell unlisted shares to customers. By entering into this Agreement, the Distributor seeks to leverage the Distributor's

expertise, branding, and operational support to achieve mutual business objectives.

- C. The Distributor, after evaluating the capabilities, commitment, and market understanding of the Distributor, is willing to grant the Distributor both exclusive and non-exclusive rights to sell unlisted shares. The Distributor shall have the right to appoint Sub-Brokers for expanding their operational scope. This arrangement will allow the Distributor to use Infibulls solutions llp's trademarks, proprietary tools, and marketing systems, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties have mutually agreed to enter into this Agreement to formalize their business relationship and define their respective roles, responsibilities, and obligations:

1. Definitions:-

- a) **Agreement:** Refers to this Distributor Agreement, including all schedules, annexures, amendments, and any written modifications mutually agreed upon by the Parties.
- b) **Distributor:** Refers to **Infibulls solutions llp Financials**, a partnership firm headquartered at Infibulls solutions llp-3rd floor, B2B Centre, 314, Agarwal, D'Monte Ln, next to Malad Industrial Estates, Kanchpada, Malad, Mumbai, Maharashtra 400064, which owns and operates the business model for selling unlisted shares.
- c) **Distributor:** Refers to the individual or legal entity entering into this Agreement to operate a Distributor under the Infibulls solutions llp brand and subject to the terms and conditions herein.
- d) **Parties:** Collectively refers to the Distributor and Distributor. The term "Party" shall refer to either the Distributor or the Distributor individually.

- e) **Services:** Refers to the sale of unlisted shares of companies listed exclusively and non-exclusive with the Distributor and any ancillary activities authorized under this Agreement.
- f) **Territory:** Refers to the specific geographical area within which the Distributor is granted exclusive rights to operate under this Agreement.
- g) **Mark:** Includes all trademarks, trade names, logos, designs, symbols, and other intellectual property owned or licensed by the Distributor and authorized for use by the Distributor for purposes related to this Agreement.
- h) **Proprietary Software/B2B Panel:** Refers to the software system provided by the Distributor, which facilitates Distributor operations, including but not limited to sales management, customer interactions, and transaction reporting.
- i) **Effective Date:** Refers to the date on which this Agreement comes into effect as specified at the beginning of the document or mutually agreed upon by the Parties in writing.
- j) **Intellectual Property:** Refers to all proprietary materials, including but not limited to trademarks, trade names, copyrights, software, systems, marketing techniques, and other intellectual assets owned or licensed by the Distributor.
- k) **Confidential Information:** Refers to any non-public information, whether written, oral, or electronic, disclosed by the Distributor to the Distributor under this Agreement, including but not limited to customer data, operational procedures, marketing strategies, sales figures, and proprietary software.

- l) **Force Majeure:** Refers to events or circumstances beyond the reasonable control of the affected Party, including but not limited to acts of God, war, terrorism, pandemics, labor strikes, natural disasters, or government actions, which prevent or delay performance under this Agreement.
- m) **Upfront Distributor Fee:** Refers to the one-time, non-refundable fee payable by the Distributor to the Distributor as consideration for granting Distributor rights under this Agreement.
- n) **Commission Structure:** Refers to the system for calculating commissions earned by the Distributor based on sales performance, as defined in the Agreement or its annexures.
- o) **Material Breach:** Includes but is not limited to failure to adhere to operational standards, misrepresentation, Mis-selling, Miscommunication or falsification of commitment during and after the sales, unauthorized use of the Distributor's intellectual property, or any other violation deemed material by the Distributor.
- p) **Performance Review:** Refers to the periodic evaluation of the Distributor's adherence to sales targets, operational standards, and other obligations under this Agreement, including the comprehensive 180-day review.
- q) **Non-Compete:** Refers to the obligation of the Distributor to refrain from engaging in any business activities that compete with the Distributor's business of Unlisted/ Pre-IPO trading during the term of this Agreement and for a specified period post-termination.
- r) **Termination:** Refers to the cessation of this Agreement due to notice, material breach, underperformance, or any other grounds stipulated herein.

- s) **Dispute Resolution:** Refers to the process for resolving conflicts arising under this Agreement, including arbitration in accordance with the Arbitration and Conciliation Act, 1996.
- t) **Jurisdiction:** Refers to the courts located in Mumbai, India, which shall have exclusive authority over legal proceedings related to this Agreement.
- u) **Renewal:** Refers to the extension of this Agreement's term upon mutual agreement of the Parties and subject to conditions stipulated herein.
- v) **Default in Payments:** Refers to any failure by the Distributor to make timely payments as required under this Agreement, including upfront fees, commissions, or other financial obligations.
- w) **Notice:** Refers to any formal communication required to be made under this Agreement, including notices for termination, renewal, or breach, delivered in writing and in accordance with the stipulated procedures.
- x) **Governing Law:** Refers to the laws of India, which shall govern the interpretation, validity, and enforcement of this Agreement.
- y) **Miscellaneous Provisions:** Refers to the supporting clauses in the Agreement, including but not limited to severability, waiver, amendments, and force majeure, which ensure the enforceability and practicality of the Agreement.

2. Grant of Distributor:-

2.1 Exclusive Rights:

The Distributor hereby grants to the Distributor an exclusive, non-transferable right and license ("Distributor") to operate as a Distributor under the Infibulls solutions llp brand,

- a) The exclusive rights shall entitle the Distributor to sell unlisted shares of companies listed with Infibulls solutions llp.

- b) The Distributor shall not engage in the sale, promotion, or distribution of unlisted shares of companies that are not part of the Distributor's portfolio.
- c) The exclusivity shall not extend to online sales or any digital platforms, which shall remain under the direct control of the Distributor unless explicitly permitted in writing.

2.2 Use of Intellectual Property:

- a) The Distributor is authorized to use the Distributor's branding, trademarks, logos, trade names, and software systems solely for the purpose of providing the Services under this Agreement.
- b) The Distributor shall prominently display the Infibulls solutions llp brand, logos, and other marketing materials at all customer touchpoints, ensuring compliance with the branding guidelines provided by the Distributor.
- c) The software systems, including the proprietary **B2B Panel** provided by the Distributor, shall be utilized exclusively for sales, transaction management, and customer interactions as outlined in this Agreement. The Distributor shall not copy, modify, reverse-engineer, or share access to such systems without the prior written consent of the Distributor.
- d) The Distributor acknowledges that the rights granted herein are limited and conditional. The Distributor shall not claim any ownership or proprietary interest in the Distributor's intellectual property, and the use of the same shall cease immediately upon the termination or expiration of this Agreement.
- e) Any violation of the terms governing the use of the Distributor's intellectual property shall constitute a material breach of this

Agreement, subjecting the Distributor to immediate termination and legal action as deemed appropriate by the Distributor.

3. Distributor Fees

We do not charge any fees..

3.2. Commission Structure:

The Distributor shall earn commissions based on a slab-wise structure linked to monthly sales performance, as specified in **Schedule on actuals**.

- a. The Distributor shall communicate the detailed commission slabs in writing before the commencement of operations.
- b. Commissions shall be calculated on the net value of sales (excluding taxes, discounts, or other deductions) completed and recorded through the Distributor's B2B Panel.
- c. Any changes to the commission structure shall be communicated to the Distributor with at least 30 days' prior written notice and shall apply prospectively.

3.3. Payment Cycle and Timelines:

All commissions earned by the Distributor for sales completed within 24 shall be credited to the Distributor's designated bank account by 24hrs after delivery of shares in clients account.

- a. The Distributor shall provide a detailed statement of earnings, including sales figures, applicable commission rates, and deductions, along with the monthly payments.
- b. In case of any discrepancies in the payment statement, the Distributor shall notify the Distributor in writing within seven (7) days of receiving the payment. The Distributor shall resolve such discrepancies within 15 business days.

3.4. Taxes and Statutory Deductions:

The Distributor shall be solely responsible for the payment of all applicable taxes, including but not limited to Goods and Services Tax (GST), levies, and other statutory charges arising from the Distributor operations.

- a. The Distributor shall deduct Tax Deducted at Source (TDS) as per applicable laws before making commission payments and shall provide the Distributor with necessary certificates or acknowledgments.
- b. The Distributor shall indemnify and hold the Distributor harmless against any claims, penalties, or liabilities arising due to the Distributor's failure to comply with tax obligations or any default in the payment of broker or sub-broker dues.

3.5. Default in Payments:

In case of default or delay by the Distributor in making any payments due under this Agreement:

- a. The Distributor shall have the right to charge interest at the rate of ___% per month on the overdue amount until payment is received.
- b. Repeated delays or defaults may be treated as a material breach of this Agreement, subjecting the Distributor to termination under Clause 8.1.

4. Obligations of the Distributor:-

4.1 Exclusive Sale of Distributor's Listed Shares:

The Distributor agrees to exclusively promote, market, and sell the unlisted shares of companies listed with the Distributor, Infibulls solutions llp.

- a. The Distributor shall not engage in the sale or promotion of unlisted shares of any companies not provided or approved by the Distributor during the term of this Agreement.
- b. The Distributor shall ensure that all marketing and promotional activities align with the Distributor's policies and guidelines, as updated from time to time and it shall be approved by the Distributor.

4.2 Handle customer inquiries and add disclaimers on the risks of investing in unlisted shares.

4.3 Submit weekly performance reports and allow periodic audits by the Distributor.

4.4 Adhere to the operational standards prescribed by the Distributor, including using the provided B2B Panel for transactions.

4.5 Ensure confidentiality of customer data and proprietary software access.

5. Obligations of the Distributor:-

5.1. Provision of Training and Support:

The Distributor agrees to provide training and support to the Distributor to facilitate the initial setup and operation of the Distributor; however, the extent and nature of such training and support shall be solely at the discretion of the Distributor.

- a. Training sessions shall be conducted primarily for familiarization with the Distributor's operational standards, use of proprietary tools, and sales practices. The Distributor is not obligated to offer in-depth or repeated training unless deemed necessary at its sole discretion.
- b. Any training beyond the initial setup, including refresher sessions or specialized workshops, shall be subject to the Distributor's availability and the Distributor's compliance with operational standards.

- c. All expenses related to attending training sessions, including travel, accommodation, and incidental costs, shall be borne exclusively by the Distributor.

5.2. Provision of Proprietary Software (B2B Panel):

The Distributor shall provide access to its proprietary **B2B Panel** as a tool for managing transactions, operations, and customer interactions.

- a. The software access granted to the Distributor is a conditional, limited, and non-transferable license for the sole purpose of executing the Services under this Agreement.
- b. The Distributor retains exclusive ownership of the B2B Panel and reserves the right to modify, restrict, or revoke access at any time without liability to the Distributor.
- c. The Distributor shall be solely responsible for ensuring compliance with the terms of use of the software. Any misuse, unauthorized sharing, or breach of the software license shall entitle the Distributor to immediate termination of this Agreement and may result in legal action.
- d. The Distributor shall have no liability for technical disruptions, software failures, or operational delays arising from the use of the B2B Panel, and any technical support provided shall be at the sole discretion of the Distributor.

5.3. Promotional Activities:

The Distributor may, at its discretion, conduct marketing or promotional activities to support the Distributor's.

All promotional activities initiated by the Distributor shall be designed to benefit the overall Infibulls solutions llp brand, and no specific guarantees

are made regarding their direct impact on the Distributor's sales or profitability.

- a. Marketing materials, templates, and guidelines may be provided to the Distributor; however, the implementation and associated costs of any local promotional activities shall be entirely the Distributor's responsibility.
- b. The Distributor reserves the right to prioritize its promotional efforts, which may include focus on other territories or Distributor locations, without obligation to equally support all Distributors.

5.4. Performance Reviews and Marketing Assistance

The Distributor may conduct periodic reviews of the Distributor's performance and provide guidance for improvement; however, such reviews shall be non-binding and for advisory purposes only.

- a. Performance evaluations may include analysis of sales data, customer feedback, and compliance with operational standards. The Distributor shall not be obligated to provide specific recommendations or corrective actions.
- b. Any marketing assistance offered by the Distributor shall be subject to its sole discretion and may include limited advisory support for local campaigns. All costs associated with such campaigns shall be borne by the Distributor.
- c. Failure by the Distributor to adhere to performance standards or implement suggested improvements may result in penalties, suspension of benefits, or termination of the Agreement.

5.5. Limitation of Liability:

The Distributor shall not be held liable for any losses, financial or otherwise, incurred by the Distributor as part of the Distributor operations.

- a. The Distributor does not warrant or guarantee any minimum sales, profitability, or market success.
- b. Any support, training, or tools provided by the Distributor are for facilitation purposes only, and the Distributor accepts full responsibility for the management and operation of the Distributor.
- c. The Distributor retains the right to alter, modify, or discontinue any tools, support, or services offered under this Agreement at any time with reasonable notice.

5.6. Discretionary Rights:

The Distributor reserves absolute discretion in determining the scope, frequency, and nature of its obligations under this clause, and any failure to fulfill these obligations shall constitute a breach of this Agreement.

6. Intellectual Property Rights:-

6.1. Limited License:

The Distributor is granted a non-exclusive, non-transferable, and revocable license to use the Distributor's intellectual property, including but not limited to trademarks, trade names, logos, proprietary software, and other branding elements, solely for the purposes outlined in this Agreement.

- a. The Distributor acknowledges that all rights, titles, and interests in and to the intellectual property remain solely with the Distributor, and the Distributor shall not claim any ownership or proprietary rights.
- b. The Distributor agrees to use the intellectual property strictly in accordance with the guidelines provided by the Distributor and shall not modify, sublicense, or use it for purposes outside the scope of this Agreement.

6.2. Cessation of Use Upon Termination:

Upon termination or expiration of this Agreement for any reason:

- a. The Distributor shall immediately cease using all intellectual property of the Distributor, including but not limited to trademarks, trade names, software, and branding materials.
- b. The Distributor shall return or destroy all physical and digital materials bearing the Distributor's intellectual property, including marketing materials, signage, and access credentials to proprietary software, and provide a written certification of compliance.

7. Term and Renewal:-

7.1. Term:

This Agreement shall remain in full force and effect until terminated in accordance with the terms and conditions set forth herein.

- a. The initial term of this Agreement shall commence on the Effective Date and continue indefinitely unless terminated earlier by either Party as per Clause 8.
- b. The Distributor reserves the right to periodically evaluate the Distributor's performance during the term to ensure compliance with the Agreement.

7.2. Renewal:

Either Party may seek renewal of this Agreement by providing ninety (90) days' prior written notice before the expiration of the current term.

- a. Renewal shall be subject to the mutual agreement of the Parties and contingent upon the Distributor's adherence to all obligations and satisfactory performance during the preceding term.

- b. The Distributor retains the sole discretion to impose additional terms or modify existing terms for the renewed Agreement, including fees, operational standards, or territorial adjustments

8. Termination:-

8.1. Termination with Notice:

Either Party may terminate this Agreement by providing sixty (60) days' prior written notice to the other Party.

- a. Termination initiated by the Distributor shall not absolve it of any pending financial or operational obligations owed to the Distributor as of the termination date.
- b. The Distributor may, at its discretion, waive the notice period for termination initiated by the Distributor.

8.2. Immediate Termination by the Distributor:

The Distributor reserves the right to terminate this Agreement immediately, without prior notice, in the event of a material breach by the Distributor. Material breaches include, but are not limited to:

- a. Failure to adhere to operational standards, policies, or procedures prescribed by the Distributor.
- b. Misrepresentation, Miscommunication, or falsification of commitment during and/or after the sales, commission reports, or financial records.
- c. Unauthorized use, modification, or sharing of the Distributor's intellectual property or proprietary software.
- d. Engaging in any activities that harm the reputation, goodwill, or operations of the Distributor.

8.3. Performance Review and Termination for Underperformance:

The Distributor's performance shall be subject to periodic reviews by the Distributor, including a comprehensive review within 180 days from the Effective Date of this Agreement.

- a. The Distributor shall evaluate the Distributor's performance based on sales targets, adherence to operational standards, customer satisfaction metrics, and compliance with the terms of this Agreement.
- b. If the Distributor fails to meet the minimum performance benchmarks or demonstrates consistent underperformance during the 180-day review, the Distributor reserves the right to issue a written notice requiring the Distributor to rectify deficiencies within thirty (30) days.
- c. Failure to adequately address the identified deficiencies within the specified period shall entitle the Distributor to terminate this Agreement immediately without further notice.

8.4. Post-Termination Obligations:

Upon termination or expiration of this Agreement, the Distributor shall:

- a. Immediately cease all use of the Distributor's intellectual property, including trademarks, trade names, logos, proprietary software, and branding materials.
- b. Return or destroy all physical and digital materials provided by the Distributor, including customer data, operational documents, and access credentials, and certify such compliance in writing.
- c. Settle all outstanding payments, including any fees, commissions, or penalties owed to the Distributor, within fifteen (15) days of termination.

- d. Refrain from representing itself as an authorized Distributor of the Distributor or engaging in activities that create an impression of affiliation with the Distributor.

8.5. No Compensation:

The Distributor acknowledges that termination of this Agreement shall not entitle it to any compensation, damages, or reimbursement for investments, goodwill, or other losses incurred.

8.6. Survival of Certain Provisions:

The termination of this Agreement shall not affect the rights and obligations of the Parties that, by their nature, are intended to survive, including but not limited to confidentiality, intellectual property rights, non-compete obligations, payment obligations, and any kind of Material Breach.

9. Indemnification: -

9.1. Indemnification by Distributor

The Distributor agrees to indemnify, defend, and hold harmless the Distributor, its partners, officers, employees, agents, and affiliates (collectively, the "Indemnified Parties") from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees and legal costs) arising out of or in connection with:

- a. Any breach or violation of this Agreement by the Distributor, including but not limited to the unauthorized use of the Distributor's intellectual property or proprietary systems.
- b. Any act, omission, or negligence on the part of the Distributor, its employees, agents, or representatives, including but not limited to

misrepresentation to customers or failure to disclose risks associated with unlisted shares.

- c. Any non-compliance with applicable laws, rules, or regulations, including tax obligations, data protection laws, or consumer protection laws, attributable to the Distributor.
- d. Any claims, lawsuits, or actions brought by third parties (including customers) arising from the Distributor's acts or omissions, including disputes over investment risks, disclosures, or contractual obligations with customers.

9.2. Indemnification by Distributor

The Distributor shall indemnify and hold harmless the Distributor, its officers, and employees from any claims, demands, damages, or liabilities arising directly from:

- a. The Distributor's gross negligence or willful misconduct.
- b. Any breach of the Distributor's representations or obligations under this Agreement.

9.3. Indemnification Procedure

- a. If any claim or demand is asserted against an Indemnified Party, the indemnifying Party shall be promptly notified in writing and shall have the right to assume the defense and settlement of the claim with counsel of its choosing.
- b. The Indemnified Party shall provide reasonable assistance, at the expense of the indemnifying Party, in the defense of any claim and shall not settle or compromise any claim without the prior written consent of the indemnifying Party.

9.4. Exclusions

The Distributor shall not be liable to indemnify the Distributor for any claims arising from the Distributor's independent acts or omissions that are not authorized or approved by the Distributor in writing.

9.5. Survival of Indemnification Obligations

The obligations under this Clause shall survive the termination or expiration of this Agreement for any reason and shall continue to apply to claims arising out of actions or omissions during the term of this Agreement

10. Confidentiality and Non-Compete:-

10.1. Confidentiality:

The Distributor agrees to maintain the confidentiality of all proprietary information, trade secrets, and business strategies shared by the Distributor during the course of this Agreement.

- a. Proprietary information includes, but is not limited to, customer data, operational manuals, software systems, marketing strategies, and financial data.
- b. The Distributor shall not disclose, share, or use the Distributor's proprietary information for purposes other than those expressly permitted under this Agreement.
- c. This obligation of confidentiality shall survive the termination or expiration of this Agreement for a period of five (5) years.

10.1.1 Non-Disclosure Agreement (NDA):

The Distributor further agrees to execute a separate Non-Disclosure Agreement (NDA) contemporaneously with this Agreement to reinforce the confidentiality obligations. The NDA shall outline specific terms

regarding the handling, storage, and permissible use of the Distributor's proprietary information, including the imposition of penalties for any breach of confidentiality. The terms of the NDA shall be binding throughout the term of this Agreement and for a period of five (5) years following its termination or expiration.

11. Dispute Resolution: -

11.1. Arbitration:

Any disputes, controversies, or claims arising out of or relating to this Agreement shall be resolved through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof.

- a. A sole arbitrator shall be appointed by mutual agreement of the Parties. If the Parties are unable to agree on an arbitrator, one shall be appointed in accordance with the rules of the Act.
- b. The arbitration proceedings shall be conducted in English and shall take place in Mumbai, India.
- c. The decision of the arbitrator shall be final, binding, and enforceable in accordance with the laws of India.

11.2. Interim Relief:

The Distributor reserves the right to seek injunctive or other interim relief from a court of competent jurisdiction to protect its intellectual property or prevent irreparable harm.

12. Miscellaneous: -

12.1. Force Majeure:

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement due to events beyond its reasonable

control, including but not limited to acts of God, war, terrorism, labor strikes, natural disasters, government actions, or pandemics.

- a. The affected Party shall notify the other Party in writing within seven (7) days of the occurrence of a force majeure event and shall make reasonable efforts to resume performance as soon as possible.

12.2. Entire Agreement:

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, communications, and understandings, whether written or oral, relating to the subject matter hereof.

12.3. Amendments

No modification or amendment of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties.

12.4. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India.

- a. Any legal proceedings arising from this Agreement shall be subject to the exclusive jurisdiction of the courts in Mumbai, India

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

For Infibulls solutions llp Financials

Witnesses:

- 1.
- 2.

Authorized Signatory

For Distributor

Witnesses:

- 1.
- 2.

Authorized Signatory