

MODERN EXIM DISTRIBUTORSHIP AGREEMENT

This Agreement is made and entered into on this _____ day of _____, **20**

Modern Exim Office: Vadackanethil, Mammoootty Moopan Line, Kakkanattil Road,
Sreemoolanagram P. O, Aluva - 683580, Ernakulam, Kerala

and

Name: _____

Address: _____

_____ Contact: _____

Email: _____

1. APPOINTMENT

1.1 The Company hereby appoints the Distributor, and the Distributor accepts, as an authorized distributor of the Company's products within the defined territory (Territory shall be assigned later) on a non-exclusive/exclusive basis as specified below.

2. TERRITORY

2.1 **Territory Definition:** The Distributor's Territory shall be:

- **Independent Distributor:** Village-wise or within a 7 km radius of the Distributor's registered address.

3. TERM & RENEWAL

3.1 **Term:** This Agreement commences on the Effective Date and continues for one (1) year unless terminated earlier under Clause 11.

3.2 **Renewal:** Subject to performance review, this Agreement may be renewed for successive one-year terms by mutual written consent at least thirty (30) days before expiry.

4. JOINING FEE & PAYMENT

4.1 **Join Fee:** Distributor shall pay a one-time join fee of INR 3,600, with a 50% inaugural discount (INR 1,800) if paid on or before 01/05/2025.

4.2 **Payment Terms:** Payment shall be made by [bank transfer/cheque/upi] within ten (10) business days of signing this Agreement.

5. PRICING & MARGINS

5.1 **Base Margin:** Independent Distributor shall receive a margin of 20% included in the MRP.

5.2 **Invoicing:** All orders must be placed in writing and will be invoiced by the Company at the net rate after applying the agreed margins.

6. ORDERS & SUPPLY

6.1 **Minimum Purchase:** No minimum for Independent Distributor;

6.2 **Delivery:** Company shall fulfill orders within 5 days of receipt on behalf of the availability of stock. Title and risk of loss pass on delivery at the Company's warehouse.

7. DISTRIBUTOR OBLIGATIONS

7.1 Actively promote, market, and sell the Company's products throughout the Territory.

7.2 Maintain sufficient stock levels and record all transactions accurately.

7.3 Provide monthly sales reports and feedback on market conditions.

8. CONFIDENTIALITY

8.1 Both parties agree to keep confidential all non-public information and trade secrets gained under this Agreement for two (2) years post-termination.

9. EXCLUSIVITY & NON-COMPETE

9.1 Distributor shall not distribute competing products during the Term and for twelve (12) months thereafter within the Territory.

10. INTELLECTUAL PROPERTY

10.1 Company grants Distributor a limited, non-transferable license to use Company's trademarks and marketing materials solely for promotion of products under this Agreement.

11. TERMINATION

11.1 **For Cause:** Either party may terminate on thirty (30) days' written notice if the other breaches any material provision and fails to cure.

11.2 **For Convenience:** Company may terminate Distributor status upon sixty (60) days' notice.

11.3 **Effects:** Upon termination, Distributor shall cease use of trademarks, return unsold stock per Company instructions, and settle all outstanding payments.

12. GOVERNING LAW & DISPUTE RESOLUTION

12.1 This Agreement shall be governed by the laws of India.

12.2 Disputes shall be resolved by arbitration in Ernakulam, under the Arbitration and Conciliation Act, 1996. The decision of the sole arbitrator shall be final and binding.

13. MISCELLANEOUS

13.1 **Notice:** All notices under this Agreement shall be in writing and delivered by email or registered post to the respective addresses.

13.2 **Entire Agreement:** This document and its Schedules constitute the entire agreement and supersede all prior negotiations.

IN WITNESS WHEREOF, the parties here to have executed this Agreement as of the Effective Date.

For Modern Exim

Name: _____

Title: _____

Date: _____

For Distributor

Name: _____

Title: _____

Date: _____
