

EARTH 2 SKY

<https://earth2sky.live/>

OFFICE ADDRESS :PATNIPURA INDORE 452001

This Agreement is made on this _____ Day of 2020 year between the, **M/s EARTH 2 SKY** having its registered office at Patnipura Main Road, Indore 452001, Madhya Pradesh, India.

Herein after referred as the company (which expression shall unless repugnant to the subject or the context sense and add the successors and assigns) of the First Party.

Seal & Signature

M/s EARTH 2 SKY

And M/s _____

Having its registered office

at _____

_____.

Herein after referred to as the second Party (which expression shall unless repugnant to the subject or the context sense and add the successors and assigns).

Applicant Name:

Applicant Seal & Signature

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Here we provide you "Franchise & Distributorship" which term unless repugnant to the context or meaning there of shall include its successors. Whereas company is doing business of Tele commerce products in India & whereas dealer & distributorship is also entitle to carry on business of Tele commerce product & supplying them to direct end users.

It is therefore, proposed to enter into this agreement of area partnership containing the terms & condition agreed between the parties. Now it is agreed by the parties as follows: - the company here by appoints

Firm Name.....

(Dealer & distributorship) as dealers for the area of

..... Or such additional areas as communicated

in writing from time to time to stock and resale products of company on following terms & conditions.

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Terms & Conditions:

The Second Party shall act as a distributor for distribution of products of the first Party in the Area as specified in this agreement.

Company provides you minimum 4 – 5 orders to delivery on Daily Basis.
Company provide you 0-30 km = 800 / , 31- 50km =1000/ , 51- 100km =1200/ .

If any order will be cancel by customer side in that case company will give you 600/ Charges on Per Door Cancellation.

Company is taking security money from Dealer side which is Refundable Amount Within 45 Days after cancellation of Distributorship.

The second Party shall not in any case purchase or receive by way of consideration or without consideration, from anybody other than the first Party, goods or stock same or similar to the goods marketed by the first Party.

The second Party shall comply with the targeted funding requirement and projected deliveries given by the first Party.

The projected sales as well as funding requirement given by the first may change at any time during the month on the basis of business in second Party's area.

The first Party expects delivery of each and every order forwarded to second Party as well as extra sales and counter sale from the second Party. The second Party shall ensure full Efforts to fulfill the expectations of the first Party in regard.

The first Party has got the full right to open a branch or franchise in the area of the second Party after prior information to second Party in advance.

The second Party shall have no rights to appoint dealer or sub dealer without the permission of the first Party.

Distributor have to make delivery of the order within 24 hours, you have to manage your Delivery networks accordingly, so that you can make delivery exact within 4hours.

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Payment- 100% advance in the form of CASH / DD/E-TRANSFER/CHEQUE in favors of "EARTH 2 SKY".

If the second Party will not perform any work with negligence or with irregularity or shall not breach the terms and conditions by calling under influence of some others. If such a situation arises then the liability of it shall rest with the second Party.

That the first Party may terminate this agreement by giving the second Party a month clear notices in writing.

This agreement has been signed and owned between the Parties at Indore in India. Construction validity performance for this agreement shall be examined as per the existing laws in force at the material time in Indore in India.

That may dispute arising between the first and the second Party of this agreement shall be solved by way of appointment of an arbitrator and shall be subjected to the jurisdiction of Indore in India.

That the minimum delivery ratio of 70% is compulsory.

That the second Party will have to give prior information one Month before leaving out the firm and in case of such action being not perform then he will have to return to the first Party the amount received within 6 months. In case of not returning such amount the first Party will have the right to recover and receive the said amount through legal litigations.

If provided orders not delivered by you due to your misbehavior, poor system or any other reason, company will charged penalty/punishment to you.

Distributors have Minimum deposit Rs .20, 000/- to 50,000/- for a district or against product quantity, as per mutual agreement with you.

Company will responsible for send product at your premises, you have to manage onwards for delivery & only one distributor for a one district only from company side.

Security amount of dealership is refundable or liquidation of stock will be done.

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MUTUAL NONDISCLOSURE AGREEMENT

1. This Mutual Nondisclosure Agreement ("Agreement") is made and entered into as of Purpose. The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information that the disclosing party desires the receiving party to treat as confidential.
2. "Confidential Information" means any information disclosed by either party to the other party, directly or indirectly, in writing, orally, or by inspection of tangible objects (including documents, prototypes, samples, plant, and equipment), which is designated as "Confidential," "Proprietary," or some similar designation.
3. Non-use and Nondisclosure. Each party will not use the other party's Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party will not disclose the other party's Confidential Information to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship.
4. Maintenance of Confidentiality. Each party will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the other party's Confidential Information. Without limiting the foregoing, each party will take at least those measures that it takes to protect its own most highly confidential information and, prior to any disclosure of the other party's Confidential Information to its employees, will have such employees sign a non-use and nondisclosure agreement that is substantially similar in content to this Agreement.
5. No Obligation. Nothing in this Agreement will obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement.

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DEALER INFORMATION

DEALER NAME :

STOCK RECEIVING ADDRESS :

SECURITY DEPOSIT :

MAIL ID :

CONTACT NUMBER :

DISTRICT :

PIN CODE :

STATE :

DEALER coordinator :

COORDINATOR SIGN :

Dealer Signature

Authority Signatory

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1. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
2. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
3. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
4. This Agreement shall remain in effect for a period of two (2) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement.

The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHERE OF:

Seal & Signature

Applicant Name :

Date :

Seal & Signature

company Name :

Date :