

Company and Distributorship/Dealership Agreement

THIS dealership agreement is executed on 3rd day of January, 2023 at Vanagaram, Chennai - 600095, Tamil Nadu, India to authorize an exclusive Dealership/Distributorship for EVNEXUS PRIVATE LIMITED Products and Service in _____ TALUK, _____ District, Tamil Nadu for a period of 5 (five) years.

BETWEEN

EVNEXUS Private Limited, a private limited company, incorporated under Companies Act of 2013, Registered and Located at EVNEXUS PRIVATE LIMITED, Registration Address No.131/1, B & J.R.R Tower Mustafa Street, Rajarajan Nagar, Second Floor, Mettukuppam, Vanagaram, Chennai - 600 095, Tamil Nadu, India With CIN: U50400TN2019PTC131254 and GST No. 33AAFCE6138D1ZZ (Hereinafter referred to as 'Company/ EVNEXUS').

and

_____, S/O _____ at _____ Address:
_____, _____ TALUK,
_____ DISTRICT, _____ State _____ PinCode:000000
(With PAN: _____ / Aadhaar number: _____): (hereinafter referred to as 'Dealer').

WHEREAS

EVNEXUS is engaged in the manufacturing of Electric Vehicles (EVs) (such as, but not limited to, E-Scooter, E-bikes, E-Rickshaw & E-Cart), install Charging Stations, Battery Swapping Stations, manufacturing of spare parts and accessories for EVs and manufacturing of products relevant to prime products offered and undertake projects. The company primarily focuses on specialized designing and manufacturing of Electric Vehicles (EV), Original Equipment Manufacturing (OEM) products and relevant software. EVNEXUS aims at developing New Product Development (NPD) solutions, provides end-to-end sales and service solutions for Multi-brand Electric Vehicles and manufacture motors, controllers, batteries and electronic products related to EVs that meet global standards. Also, the company render solutions in different domains such as consultancy, engineering design, financing, procurement, construction, operation and maintenance for charging station and battery swapping station.

Definition of Company:

'EVNEXUS' denotes the company that sells unique electric vehicles and associated products and execute projects for its audience such as, but not limited to, distributor, dealers, direct customer, who expect, and have a right to receive products designed, engineered and manufactured with the most exacting standards and retail customer services unsurpassed in EV industry. EVNEXUS brings world class products to both rural and urban segments so as to promote a sustainable development through green mobility and renewable energy. The company's products are designed and delivered to meet the needs and expectations of customers who demand high quality standards. Furthermore, best efforts are taken to supply products and services that commensurate with such standards.

OBLIGATIONS OF THE COMPANY:

The company agrees to sell and deliver EVNEXUS & ITS COLLABARATOR products/project/service to Distributor/Dealer in accordance with the terms and conditions of this agreement.

EVNEXUS will contribute its best efforts to assist the distributor/dealer in the conduct of company's operations by the Distributor/Dealer by providing a comprehensive range of support services, including, but not limited to, the following:

1. Company is responsible for Designing, Manufacturing and assembly of the products, sourcing quality products and developing a database of vendors and suppliers. These vendors and suppliers would have been certified by Bureau of Indian Standards (BIS) and abide the government norms. Further, the vendors and suppliers will have met the International standards laid by the Institute of Electrical and Electronics Engineers (IEEE) and International Electrotechnical Commission (IEC) for products such as Lead acid and Lithium-ion batteries, controllers, power electronics and BLDC motor. The motor, manufactured by the company, is completely waterproof and forms the crux of electric scooters. Furthermore, the company will obtain necessary approvals as per the policies framed by Government of India and its respective agencies from time to time as required by Standard and by Law. Similarly, the company will find suitable investors for developing the charging stations and battery swapping points at different parts of India with techno-economic-policy aspects of safe conduit and commercial viability.
2. Train the personnel allotted/dedicated by Distributor/Dealer for EVNEXUS operations (Having said so, it is the Distributor/Dealer's obligation to insure that its personnel attend such courses)

3. Preparation and dissemination of sales, service, parts and warranty literature relating to EVNEXUS products, policies and procedures.
4. Periodic assessment, data-driven suggestions and recommendations to assist the distributor/dealer in the conduct of EVNEXUS operations.
5. Company ensures the standards are at par excellence with national, international norms and global best practices are followed for after-sales service

WHEREAS

About Distributor/Dealer:

_____ has been associating and doing the _____ contract Business and Auto auxiliary business. Simultaneously, doing agriculture in their village locating in the same taluk.

Definition of Distributor/Dealer: Distributor/Dealer can either be an (individual (s) / limited company / MSME / Self-Help Group / organization) and willing to be a distributor/dealer who sells EVNEXUS range of product/projects such as, but not limited to, electric vehicles, charging station, batteries, converters, charge controllers, other electronic & electronics product and accessories. A distributor/dealer is entitled to gain profit margin and commissions based on product/project cost and is not entitled as a partner or employee of EVNEXUS. Distributor/Dealer may be a merchant/trader with familiar business experience and sound financial background.

OBLIGATIONS OF THE DISTRIBUTOR/DEALER:

1. Setting up a green showroom (with floor space being 1000 Sq. ft minimum and as required facility for Charging Station, Battery Swapping) exclusively for products and service of EVNEXUS and its associated companies in a prime and potential market place.
2. Dealer must get the approval for **Trade Certificate Registration** as per government rule. Trade certificate has been enacted as per the provision of Sec 39 of Motor Vehicle Act. Rule 41 of Central Motor Vehicle Rules (CMVR) defines the purposes for which unregistered motor vehicle with trade certificate may be used at public place. As per Rule 39(2) of CMVR, whenever an unregistered motor vehicle is used in public place, the trade certificate shall be carried on that unregistered motor vehicle. Trade registration number shall be exhibited in a conspicuous place on the unregistered vehicle. As per Rule 33 of CMVR, the registering authority in whose jurisdiction the applicant has his place of business can grant the trade certificate. For Grant or Renewal of Trade Certificate the applicant has to apply in Form 16 with the prescribed fee as per Rule 81 of CMVR. As per Rule 34(2) of CMVR, the applicant will have to apply separately in Form 16, for each vehicle category, specifying the number of certificates required for applied vehicle category. Trade registration number is assigned and certificate is granted in Form 17 for each vehicle category, in as many numbers as desired by applicant. Trade certificate is issued as well as renewed for a period of 12 months. As per Rule 44 of CMVR, the trade certificate can also be suspended or cancelled by Registering Authority. Hence, Dealer needs to adhere the government guideline time to time.
3. Sales and service of EVNEXUS products and its collaborating companies through dealers/retail outlets/EPC project development by various means, such as, but not limited to, road show, networking sales etc.,

4. To develop a potential database of future prospects (customers/clients) through long-term sources using referrals, occupational, and special-interest groups.
5. Approach prospects through online as well as offline marketing modes; making presentations with convincing points to groups gatherings; speaking publicly to community groups on the subject of financial well-being.
6. Dealer must achieve the sales targets time to time assigned by the Company. If not satisfactory by the Company 3 months notice will be given to the Dealers/Distributor by the Company for mentioning about cancellation of Dealership/Distributorship. In the mean time New dealer can be fixed by the company for the same place.
7. In terms of business setup, it is mandatory for the distributor and dealer(s) not to have any sort of business relationships with other company/companies/individual that deals with, but not limited to, products, services, solutions and projects which align with EVNEXUS' scope after becoming the distributor/dealer of EVNEXUS Private Limited.

PREAMBLE

EVNEXUS hereby appoints Mr. _____ residing at Address: _____ TALUK, _____ DISTRICT, TAMILNADU- Pin Code: _____ (With PAN: _____ / Aadhaar number: _____) dealer as an exclusive authorized dealer for EVNEXUS PRIVATE LIMITED in "_____ TALUK, _____ District" for a period of 5 (Five) years. The dealer hereby accepts that such appointment assumes all of the duties, obligations and responsibilities of an authorized dealer defined by the company i.e., EVNEXUS PRIVATE LIMITED. The boundary of the Dealer is prescribed in the agreement at _____ TALUK, _____ District which is mentioned villages and urban areas in Annexure A.

This agreement is to be governed by, and construed in accordance with the laws of the state in which the company is located. If any provision of this agreement should be held invalid or unenforceable for any reason, whatsoever or in violation of any laws of the Union of India, Tamil Nadu, or any state, this agreement shall be considered divisible as to such provision; such provision shall be deemed deleted from this agreement and the remainder of this agreement shall remain valid and bound as if such provision had not been included herein.

This agreement supersedes all prior agreements, whether oral or written or in any other form, between the parties mentioned earlier, hereto relative to the terms and conditions of distributor/dealer appointment to sell and service EVNEXUS products (except any Performance Agreement(s) between the Company and Distributor/Dealer that is/are expressly, made a part hereof)

Company Definition: A company is a legal entity, registered under the Companies Act of 2013, incorporated to manufacture electric vehicles, offer products and services related to electric vehicles and develop charging solution infrastructure. The company is operated as a private limited. The company may provide different services and solutions for green mobility depending on corporate law in the jurisdiction of Madras High Court. EVNEXUS PRIVATE LIMITED has a dedicated manufacturing unit and entered into tie-ups with other manufacturing and solution providers to develop infrastructure, deal finances and support the company for product/project/service under different business models.

Distributor Definition:

Distributor is an intermediary entity between the manufacturer of a product and another entity in the distribution channel or supply chain, such as a retailer, a value-added reseller (VAR) or a System Integrator (SI). The distributor performs some of the same functions alike a wholesaler does, but generally plays an active role. Based on the association with EVNEXUS, the distributor takes the lead at district level. A district may consists of many taluks/zones/mandals. The boundary of the distributor is restricted to district(s) to which the distributor entered an agreement with EVNEXUS. The distributor has rights to appoint dealer(s)/sub-dealer(s) who abide and agree to the norms and standards for a dealer/sub-dealer put forth by EVNEXUS. EVNEXUS has all the rights to appoint a dealer(s)/sub-dealer(s) directly, bypassing the distributor, upon which the distributor has no say. It is the sole discretion of distributor to deal with dealer(s)/sub-dealer(s) about margin, profits, benefits etc., and EVNEXUS does not interfere in the association, unless and until, the points/norms/guidelines/conditions, whatever applicable, under dispute, breach this agreement.

Dealer Definition:

Dealer acts as a 'principal in trading' when it comes to his or her own account and not a broker alike a middleman. Dealers are responsible for creating liquidity in the markets and boosting growth opportunities in long-term aspect. Dealers should take responsibility for executing orders on behalf of the customers. Dealer(s) directly associate with distributor of their relevant district in their respective state. Dealer(s), at most of the times, but not always, deal with distributor in terms of day-to-day processes, legal, monetary aspects that align with the dealer's code put forth by EVNEXUS. Further, EVNEXUS has full rights to appoint a dealer directly, bypassing the distributor. The boundary of the dealer is limited at Taluk or Mandal. At EVNEXUS, the policy and norms are same for both dealer and distributor. If a dealer is appointed by the distributor, it is agreed automatically that the dealer meets the norms and standards put forth by the company. The profits, margin and other benefits will be fixed between the Distributor and the Dealer(s) mutually. EVNEXUS does not interfere in the association, unless and until, the points/norms/guidelines/conditions, whatever applicable, under dispute, breach this agreement.

EVNEXUS Point:

EVNEXUS Point place for practice the variety of "clean energy "product methods and products to cut down the carbon footprint and cost of a data center. With green storage, the goal goes beyond being mere environmental-friendly since it has other benefits too such as low costs, energy preservation, increased efficiency etc. EVNEXUS '**EVNEXUS Point**' exemplifies a single roof solution for electrical vehicle, charging station and battery swapping product/project/service. Similarly, EVNEXUS also offers the following services/products/projects, but not limited to, solar photovoltaic system, solar water heater, and solar water pump, for various applications in domestic, industrial, institutional, agricultural and manufacturing.

EVNEXUS has international collaborations with global giants to enhance that the electric mobility applications, products and solutions provide our customers a true global experience. EVNEXUS invites technical professionals from China and Korea to conduct regular training sessions for in-house service teams and keep them updated so as to serve the customers properly. EVNEXUS ensures the standards are at par excellence with international norms and global best practices are followed for after-sales service.

E-Scooters/ E Motorcycle

Stunning looks not only make a person complete, but a vehicle too. EVNEXUS brings you the most stylish electric scooter that competes perfectly against a traditional scooter (ICE). Having been fixed with an electric heart, e-scooter is the best option to commute in rural and urban areas. Compared to other electric vehicle providers, EVNEXUS manufactures the best scooters in Indian market.

Electric scooters, manufactured by EVNEXUS, provide a world-class experience to the rider since the company ensures the quality of ride and its performance without compromising the maintenance cost.

EVNEXUS offers two types of Electric Vehicle

Low-speed variants:

Low-speed variants have a maximum speed of 25 kmph, while majority of the electric motorcycles being sold in India, come under this category. At present, EVNEXUS deals with Low-speed variants and plans to expand its base.

High-speed variant:

High-speed variant electric motorcycles can accelerate more than 25 kmph and up to 80 kmph. EVNEXUS is planning to expand its high-speed variant EV motorcycles and has ambitions to avail FAME-II subsidy from Government of India. However, EVNEXUS has already tied up with other manufacturing units/traders for high-speed EV motorcycles through our dealers/distributor at **EVNEXUS Point**.

According to the Motor vehicle act of India, two-wheeler driving license is mandatory for both ICE as well as Electric scooters.

Between the types of electric scooters i.e., low speed and high speed, the former type of electric scooters does not require a driving license as per the motor vehicle act of India, since its motor wattage is less than 250 watts at 25 kmph maximum speed.

However, a valid two-wheeler driving license is required for vehicles more than 250 watts or > 25 kmph.

EVNEXUS customers can enjoy the ride in most of our two-wheeler models without a license. However, a few models demand a license.

Exciting features loaded in EVNEXUS' electric scooter includes cruise control, regenerative braking, USB charging port, Anti-theft alarm, central locking etc. Customers can easily monitor the speed and location of the electric scooter accurately through our mobile application.

EVNEXUS expertise understands that travel is not only for commutation, but to bring a rush of adrenaline. At the same time, the disc brakes from EVNEXUS are custom-designed to provide your e-scooter, enormous braking power in wet as well as dry conditions. Simply plug and play mechanisms are brought to you at low cost ever in the market.

EVNEXUS eco-friendly scooter brings comfort to a customer, while riding, alike a conventional scooter. Loaded with lithium-ion battery, the electric scooter and BLDC motor are guaranteed for waterproof.

The digital screen, installed in EVNEXUS electric scooter, brings the customer a ravishing riding experience and performs heavily. It enriches customers' travel memories and display the predicted fleet of destination reached so far and notifies the battery percentage to the rider, then and there.

EVNEXUS is a pioneer in introducing the futuristic design language today which makes our electric scooter unique and exclusive, compared to existing electric and petrol scooters in 2-W market.

EVNEXUS vendors and suppliers are certified by Bureau of Indian Standards (BIS) and they abide the International standards laid by Institute of Electrical and Electronics Engineers (IEEE) and International Electrotechnical Commission (IEC) for products like Lead acid, Lithium-ion battery, Controllers, Power Electronics and BLDC motor. The motor is completely waterproof and forms the crux of electric scooters. This assurance makes the rider feel safe even in the harshest conditions of earth.

The battery pack weighs heavily and is compensated through FRP-made chassis of the electric scooter. This extends an equivalent strength to steel skeleton structure. It achieves traditional forks upfront with a rear mono-shock. Though the suspension is soft, it is sufficient since it can contribute to handling.

E-Motorcycle

With stellar performance, electric motorcycles from EVNEXUS excite the customer/rider in different aspects, one of which is environmental impact. The motto of EVNEXUS is to bring innovation, speed, style, technology and sustainability in customer's transportation needs. EV motorcycles have evolved tremendously in the past years, in terms of weight, speed, intelligence, safety etc., EVNEXUS has a wide range of products to choose from, such as AI-enabled motorcycles, motorbikes, and autonomous driving features. Loaded with lithium-ion batteries, the motorcycles get charged quickly since the company wants Indian riders to experience a flawless travel. Contemporary design of the wheels stuns the riders before the ride itself, while the hydraulic suspension mobilizes at a speed of 100-120 km after a single charge. The customers are charged only 25 paise per km since the batteries have been loaded with high-performing LFP cells. EVs have a pack capacity of 4.4 kW and 4 kW usable capacity. An EVNEXUS product strictly adheres to ARAI standards and is waterproof, fireproof and shock-proof. With novel design and attractive looks, the eco-friendly pair of wheels is the brainchild of innovation and technology for future commutation.

Charging Station Solution

EVNEXUS has established partnership with a well-developed network of charger manufacturing companies across the globe. This enables the customers/clients of EVNEXUS to enjoy custom-made charging solutions for their residential and general purposes. Having been certified for international standards, EVNEXUS charger suite is highly reliable, low-weight unit and efficient across different input voltages. EVNEXUS has partnered with distributors/dealers to be a part of electric vehicle charging network at different locations in the country, render exemplary electric vehicle charging station services. Right starting from manufacturing to deployment of chargers and management and monitoring of EV charging systems, EVNEXUS is a pioneer in developing and supporting the EV ecosystem in India.

Battery swapping

Battery swapping is one of the novel and fast-refueling ideas in EV vehicles. EVNEXUS has established partnership with battery swapping solution providers for E-2Ws and E-3Ws in India. EVNEXUS has planned for battery swapping service at each **EVNEXUS Point** and is implementing at a rapid pace. The proposed battery swapping model, to get rid of the discharged batteries from vehicles, overcomes a number of challenges faced in electric vehicles such as lengthy charging time, anxiety of waiting and huge costs involved. Pay-as-you-go model, a digital enabler for this revolutionary battery usage, makes the rider feel comfortable to refuel their EVs in an easy manner.

STANDARD PROVISIONS

This distributor/dealer agreement and "distributor/dealer agreement standard provisions" and any exhibits thereto (the "standard provisions") (which standard provisions are expressly made a part of this distributor/dealer agreement, with same force and effect, as if set forth herein in full) contain the entire agreement between the parties mentioned earlier. Any amendment of this agreement must be in writing and signed by an authorized person appointed by the company and a duly authorized person of Distributor/Dealer.

Participation in this distributor/dealer program may require you to submit personal information about yourself and other parties (collectively "distributors/dealers") such as name, address proof, ID proof, e-mail address, bank account details, and passport-size photograph and PAN card copy. Personal information may be used by EVNEXUS to contact partners with regards to their participation in this program and receive communications from EVNEXUS with regards to, but not limited to, EV products, EV solutions, EV services, solar projects etc.,

Distributor/Dealer must be at least 18 years of age OR (if you are an entity) be an entity that is duly incorporated and registered under the Company Act of 2013.

Distributor/Dealer must provide a current email address, telephone number/Mobile number and mailing address and hereby consent to EVNEXUS to contact via any of these means;

Distributor/Dealer will pay all the taxes applicable by the Government of India.

Distributor/Dealer will be responsible for any costs spent and incur in connection with showroom development, electricity bills, rent, compensation, salary, for their employee and advertising in local market.

The company i.e., EVNEXUS Private Limited and distributor/dealer acknowledge and agree that the fulfillment of terms and conditions of this Agreement are essential for the achievement of combined goals (both Company and the Distributor/Dealer). The Company and Distributor/Dealer also agree that the successful functioning under this agreement depends on mutual cooperation, goodwill and fair dealing between the party(ies) involved. The broadest objective of this agreement is to put business relationship between the company and Distributor/Dealer(s) on a basis where these principles guide all the parties involved, in their common effort to promote the sale of "EVNEXUS Private Limited" products, solutions, projects and services; and to achieve the highest possible level of customer satisfaction by the authorized personnel/entity/distributor/dealer through a wide range of products and service sold to the customer.

'Distributorship/Dealership Program' or the 'Program' is a network marketing program to develop exclusive showrooms for local-level lead generation, or referrals, either directly or through team members, for EVNEXUS from either individual customer/group of customers or from cooperate sales, residential and commercial institutions to

sell/execute/offer various products and services/solutions/projects through agreed business model. Through this agreement, EVNEXUS is willing to extend the rights and benefits of participation in program to distributor/dealer(s) only upon the condition that the distributor/dealer(s) accept all the terms contained herein and agreement in its entirety, including, if applicable, the business entity registration form (business entity registration form is applicable only if Distributorship/Dealership are enrolling using a business entity such as a Corporation, LLC, Partnership, Proprietorship etc.,). In order to complete the application process, distributor/dealer must indicate that the Distributor/Dealer have read and agree to abide by the terms contained in this agreement. In consideration of the right to participate in this Program and any benefits thereof, the undersigned agrees to be bound by the Distributorship/Dealership Agreement and accept the Program as-is, including, without limitation, any flaws or defects in this agreement or website(s), and you waive all the claims against EVNEXUS Private Limited, its officers, directors, owners, employees and agents for any loss or damage arising from or relating to any such flaws or defects.

To become distributor/dealer for EVNEXUS, the distributor/dealer must acknowledge that the undersigned has read, understood, and agree to adhere to these terms & conditions, including the attached exhibit to this agreement.

Agreement collectively, these Terms & Conditions, Policies & Procedures attached hereto, and the EVNEXUS Company Playbook, in each case as may be updated from time to time. In case of a conflict between any of the forgoing, such conflict shall be resolved in the order of precedence in which the forgoing, are listed herein.

Pricing or Quotation or service cost of products, accessories, service, solutions and project development are to be solely fixed by EVNEXUS Private Limited and is described in Annexure section. These Terms & Conditions, as and when, may be updated from time-to-time by EVNEXUS without any consent from the Dealer(s)/Distributor who has entered into this agreement. Similarly the distributor/dealer benefits and profit margin are fixed by EVNEXUS, these terms & conditions, may be updated from time-to-time by EVNEXUS.

EVNEXUS has the right to change specification of product, color and price with/without any prior notice to the distributor/dealer(s). However, EVNEXUS ensures the availability of all the spare parts for products and accessories, irrespective of the model/manufacturing year/product type and supply the products and accessories in regular market for their sold products in future, based on requirement from customers. Spare parts and accessories will be supplied as per market cost.

Both parties acknowledge that the distributor/dealer(s) will, in no case, be entitled to coverage under EVNEXUS welfare, medical, dental plans; life or disability insurance plans, pension plans, stock plans (including, without limitation, restricted stock units, stock options or any other form of equity compensation). Distributor/Dealer will determine the method, details, and means of their performance to be carried out under the terms of this Agreement after mutual discussion with EVNEXUS.

Effective Date: Upon the date of execution of this agreement, the agreement shall become effective from **03-03-2023 to 02-03-2028** for Dealer/Distributor. Dealer/Distributor may begin the business, generating referrals and enrolling sub dealers into team as described by EVNEXUS Private Limited.

TESTATUM

1. EVNEXUS will train the service personnel and supply the products and projects to distributor/dealers on regular basis as mutually agreed by both parties. EVNEXUS

intends to supply the products and projects on “Just-in-time” basis. However, based on stock availability, regulator issues, environmental catastrophes, unprecedented socio/economic/technical consequences may lead to unexpected delay. During such extraordinary situations, the Distributor/Dealer(s) need to support EVNEXUS and retain the customer with extra effort.

2. EVNEXUS will get necessary approvals from the Government with respect to appropriate agencies time to time for their product, project and service.
3. Distributor agrees to process the payment, time to time, for their purchase of product, project and service.
4. The price is subjected to revision on a regular basis, according to market demands. The same will be communicated officially to the distributor/dealer(s) as and when needed. EVNEXUS has the final say, in terms of deciding the price, margin and profits for the product, service and project undertaken.
5. EVNEXUS has the sole and absolute ownership of the brand names and the distributor, dealer and sub-dealers and any party outside this agreement do not have any claim on the same.
6. Price and cost of the product, project and service (E-Scooter, E-bikes, E-Rickshaw & E-Cart) and setting up the charging station and battery swapping station will be fixed by EVNEXUS from time to time based on market conditions and demand-supply ratio. No rights are held by the Distributor/Dealers to increase or decrease the price of the products, service and projects irrespective of the reasons, without approval of EVNEXUS Private Limited.
7. Distributor has to make 100% advance payment through NEFT/RTGS/Cheque Payment to EVNEXUS Private Limited on the date of placing the order. No other mode of payment is accepted by EVNEXUS private Limited. Particularly, no cash transaction is entertained at EVNEXUS for any scenario behind.
8. In case of high-speed vehicle sales, Regional Transport Office (RTO) registrations will have to be handled by the Distributor/Dealer(s) who need to facilitate the service at actual cost required by the respective agencies/agent.
9. Distributor/Dealer(s) has an obligation to meet i.e., they have to retain the distributorship/dealership for a total of 60 months from the date of entering this agreement. Further, the distributor/dealer(s) has to pay EVNEXUS, a caution deposit of 3,00,000 INR (Rs. Three Lakhs only) upfront through Online transfer/Cheque. In case, if the distributor/dealer(s) does not complete the tenure of 60 months, the Caution Deposit of 3,00,000 INR (Rs. Three Lakhs only) will not be refunded to the Distributor/Dealer(s) at any cost. If the distributor/dealer initiates the termination of this agreement after the successful completion of 60 months from the date of entering this agreement with EVNEXUS private limited, 2, 00,000 INR (Two Lakhs rupees only) will be refunded to the distributor/dealer(s) through online transfer / cheque after 14 business days of termination of the agreement on mutual terms. EVNEXUS is entitled to retain 1,00,000 INR (One Lakhs rupees only) and the distributor/dealer(s) cannot claim this, then or anytime in the future. If the distributor/dealer(s) wishes to extend the association with EVNEXUS and continues with the same agreement, the caution deposit of 3,00,000 INR (Rs. Three Lakh only) will be retained until the termination of this agreement on mutual terms. Caution deposit paid to EVNEXUS private limited is not entitled to interests in any form during the entire tenure of this agreement.
10. EVNEXUS has tie-ups with many Banks and Non-Banking Finance companies through which vehicle loans can be arranged to the customer via Equated monthly installment (EMI) scheme. However, the sanctioning of the loan to a customer is solely decided by the Banker/Financial Company. EVNEXUS does not guarantee the loan neither run any EMI schemes. Further, if the distributor/dealer(s) assure loan-facility

through either individual or banking/financial institutions, EVNEXUS is no more responsible and in case of any legal issues, it has to be taken care by the distributor/dealer(s) and EVNEXUS is not accountable and has all the rights to terminate this agreement without prior notice to the distributor/dealer(s).

11. All Business-to-Business contracts/bulk orders (Corporate sales, individual sales, government tenders) can be applied by both EVNEXUS and the Distributor/Dealers. However, irrespective of the order generation, such orders will be executed by the distributor at the time of execution. EVNEXUS will facilitate and support for statutory compliance and approval by them or by their agency.
12. The marketing activity, online & offline, or any other means of marketing to be solely carried out by EVNEXUS on behalf of the distributor. However, the distributor/dealer(s) should carry out local marketing (online or offline or both) at district/taluk level for which EVNEXUS does not provide any compensation neither payment benefit.
13. All new products of EVNEXUS launches will be added to the portfolio of distributor as and when updated and necessary. There will be a launch date planned and the marketing activity will be designed and scheduled accordingly.
14. This agreement guarantees the exclusivity of Distributorship/Dealership for the prescribed boundary by EVNEXUS. It may be considered as boundary District / Taluk/ Zones / Districts / Mandals based on geographic/socio/economic potentials of the region under coverage. Distributorship/Dealership does not have any right to set up or fix a boundary or limit the areas to appoint the Distributor/Dealers or sub-dealers. However, EVNEXUS ensures and assigns the boundary exclusively for each Distributor/Dealer(s) with genuine market potential. EVNEXUS has planned to fix the boundary for every taluk in all the districts of Tamil Nadu and plans to expand across the nation. However, the decision of EVNEXUS is final and no rights are held by distributor/dealer(s) or sub-dealer to change the domicile/Venue of Distributorship/Dealership any time.
15. Fluctuations in the prices of EVNEXUS can be anticipated during the term of this agreement. The company will try to give the Distributor/Dealer(s), a reasonable advance notice of any price change. In the event, the price of any EVNEXUS which has already been allocated to the Distributor/Dealer(s) is increased before the vehicle is delivered, then the Distributor/Dealer(s) shall pay the price in effect before the increase, except where such price increase goes into effect for a new financial year vehicle, in which case, the Distributor/Dealer(s) will pay the increased price. If the manufacturer's suggested retail price on any EVNEXUS products in Distributorship/Dealership stock is reduced, the Company will refund the difference, if any, between the reduced Distributorship/Dealership price and the price actually paid by the distributor/dealer(s), net of any applicable rebates or allowances.
16. Distributor/Dealer(s) is responsible for any TAX / GST / Duties and any other governmental or municipality charges imposed or levied or based upon the sale of EVNEXUS products, solutions and projects through Distributorship/Dealership to its customers.
17. EVNEXUS will keep distributor/dealer(s) informed about the warranty or warranties applicable to EVNEXUS. Distributor/Dealer(s) will insure that such warranty or warranties, in the form prepared and disseminated by the Company, are included in each agreement for the sale of such EVNEXUS products, services, solutions by Distributor/Dealer(s), to the extent applicable, and will furnish a copy of such warranty or warranties to the customer upon delivery of any such EVNEXUS products, services and solution.
18. Distributor/Dealer(s) acknowledges and agrees that attractive, well-maintained and conveniently located Distributorship/Dealership facilities, consistent in design and

decor with and appropriate for the presentation of EVNEXUS, are essential for the fulfillment of Distributorship/Dealership obligations under this Agreement.

19. Distributor/Dealer agrees that it will not relocate all or any part of its operations, until the agreement period ends, unless and until, it has first presented to the Company, such information as the Company deems necessary to evaluate the proposed new site for such EVNEXUS operations, and has secured from the Company, its prior written consent for such relocation. Distributor/Dealer understands that in evaluating any proposed site, the Company will consider various factors, including, but not limited to, adequacy of the site for a Distributor/Dealer of the size contemplated, convenience and accessibility of the site to existing and potential EVNEXUS owners and customers, type and quality of residential buildings and commercial enterprises located in general area adjacent to and surrounding the site etc., The Company will conduct its evaluation of any such proposed site as expeditiously as possible and will use its best efforts to complete such evaluation within thirty (30) days, after it has received all the information required to make such evaluation. The Company will approve the proposed relocation only if, based upon all the relevant factors, the Company in the exercise of its good faith business judgment, considers that the proposed relocation to be, in the best interest of Distributor/Dealer and of EVNEXUS owners and customers in the area, in which Distributor/Dealer is located.
20. If Distributor/Dealer has completed the process of agreement, 'EVNEXUS - approved Upgrade Program', the Distributor/Dealer agrees to maintain and enhance its Distributor/Dealer Facilities in accordance with the Company's reasonable suggestions and increases its volume of sales and service businesses conducted by the Distributor/Dealer.

SALES & PROMOTIONAL ACTIVITIES

- 1) Distributor/Dealer must work and popularize EVNEXUS brand and its entire products, solutions, services, projects and accessories, in their respective boundary as per the guidance/training given by EVNEXUS within the policy framework of the company.
- 2) Distributor/Dealer would be the face of company, but not an employee or shareholder. EVNEXUS Private Limited is not entitled to pay remuneration towards the salary of the personnel's employment of the distributor/dealer(s). However, the employee or contracted individual of the distributor/dealer(s) can get honorarium based on the commission for the product/project cost time-to-time agreed by distributor/dealer(s).
- 3) Distributor/Dealer should familiarize all the products & be well equipped to handle customer needs.
- 4) Distributor/Dealer is responsible for the conduct of regular promotion activities at Rotary & Lions clubs of their boundaries, which would help them cater to the right target segment of customers and promote the Products & Projects.
- 5) Distributor/Dealer must keep aside sufficient budget every month from the sales made, to meet the expenses incurred in their area for sales and promotional activities.
- 6) All promotional / advertisement contents & literature should contain EVNEXUS Private Limited brand with logo prominently. All expenses towards this will be borne by the Distributor/dealer directly. All publicity materials such as letterhead / visiting cards / Leaflets / advertisements / banner prepared by the Distributor/dealer must have the approval of EVNEXUS PRIVATE LIMITED., before printing or release.
- 7) On mutual consent between EVNEXUS Private Limited & the Distributor/dealer(s) based on the review at the end of trial period, i.e., three months from the date of agreement, the next phase of product and service can be moved into other avenues.

- 8) Distributor/Dealer must explain the product and its functioning clearly to the customers & any rejection / disapproval by the customer after the supply and installation will be under sole responsibility of the Distributor/Dealer. Whereas, EVNEXUS PRIVATE LIMITED is not liable for any such loss or damage caused and will not take return of the goods, once sold.
- 9) Distributor should submit Monthly Sales Statement along with business development activities report to the company. These reports will help EVNEXUS PRIVATE LIMITED to promote the business activities in their boundary through Social Media Promotion/Email and other marketing modes.
- 10) EVNEXUS PRIVATE LIMITED will provide exclusive training about 2-wheeler products for the first 7 (seven) days and provide support in terms of training / billing / installation during this study period (seven days), which can be extended if required based on mutual consent between the company and distributor/dealer(s).
- 11) In case of any bulk order requests for EVNEXUS products and projects, EVNEXUS PRIVATE LIMITED will deploy its own senior-most professionals to clinch the deal or to make a faster action whereas the distributor/dealer(s) will be paid their overriding commission depending on the value of the order.
- 12) Installation support would be provided by EVNEXUS PRIVATE LIMITED for any application-based product. Service support will be taken care of, by EVNEXUS PRIVATE LIMITED, for the products sold in such locations.
- 13) Distributor is bound to deal only with EVNEXUS PRIVATE LIMITED for products & project business and would not be allowed to conduct sales, service or support any other brands in eclectic vehicle and solar products. EVNEXUS PRIVATE LIMITED will have the authority to cancel this agreement, without any prior notice, if the distributor/dealer(s) is found to have engaged in unethical business practices, sales, service, support or promotion of other brands or company products, either directly or indirectly, from time-to-time. In such case, no notice is required to be issued and failure to comply with this condition will result in termination of their appointment immediately. All sorts of deposits will stand forfeited without any notice. Further, EVNEXUS is entitled to receive all the payments i.e., the loss incurred by EVNEXUS due to distributor/dealer(s), in full, in terms of business value and not the profit or margins, due to illegal proceedings of the distributor/dealer.
- 14) The authorized distributor/dealer(s) shall at all times, during the continuance of their Agreement offer for sale and sell the products of Company and according to the specifications supplied by the company from time to time, either generally or in any particular case, and shall not make representation or give any warranty in respect of the products other than those contained in the Company's conditions of sale as prevalent and operating at the time of offering for sale or the sale. The Distributor shall keep the Company indemnified against the losses, damages or claims that may arise out of any unauthorized representations made by the Distributor/dealer(s). The Company shall not be responsible for any acts of commission or omission by the Distributor/dealer(s), their employees or representatives.

Binding Financial Terms

1. All payments are to be collected in the name of M/s. EVNEXUS PRIVATE LIMITED., through Cheque/ Demand Draft or can be transferred through NEFT/RTGS/ Google Payment/ Paytm for the Projects and Products. No Cash shall be collected by

EVNEXUS PRIVATE LIMITED from the distributors/dealer(s). However, the products can be sold to customers based on cash transactions. While the distributor/dealer(s) has the pay necessary taxes and other monetary elements, put forth by respective state and central government of India. EVNEXUS advises to make the facility like NEFT/RTGS/ Google Payment/Paytm for the transaction with EVNEXUS and customers.

2. Profit and Commission will vary based on the project cost/product volume from time to time. It is represented separately in ANNEXURE -B
3. Taxes are applicable as per government norms. The distributor/dealer(s) are required to pay actual transportation charges, whatever applicable, for the products/projects/service undertaken. Transportation charges at actual will be borne by the respective dealer(s)/distributor, within specified boundaries, when the transportation is shared with other dealers. In other terms, the transportation charges will be equally divided among the dealers, in a specified boundary, irrespective of the number of devices/equipment transported.
4. As Pre-Booking terms of payment, EVNEXUS PRIVATE LIMITED will expect a purchase order along with the payment of 50% of the product value from any customer sourced through the Distributor/dealer(s) as advance & no oral orders will be entertained at any cause.
5. Remaining payment of 45 % to be made before the dispatch of product from EVNEXUS PRIVATE LIMITED., post which, dispatch & installation would be made by the company after which the remaining 5% payment would be collected. No credit is offered for sale of any products or solutions or projects.
6. Distributor/Dealer(s) has an obligation to meet i.e., they have to retain the distributorship/dealership for a total of 60 months from the date of entering this agreement. Further, the distributor/dealer(s) has to pay EVNEXUS, a caution deposit of 3,00,000 INR (Rs. Three Lakh only) upfront through Online transfer/Cheque. In case, if the distributor/dealer(s) does not complete the tenure of 60 months, the Caution Deposit of 3,00,000 INR (Rs. Three Lakh only) will not be refunded to the Distributor/Dealer(s) at any cost. If the distributor/dealer initiates the termination of this agreement after the successful completion of 60 months from the date of entering this agreement with EVNEXUS private limited, 2,00,000 INR (Two Lakhs rupees only) will be refunded to the distributor/dealer(s) through online transfer / cheque after 14 business days of termination of the agreement on mutual terms. EVNEXUS is entitled to retain 1,00,000 INR (One Lakhs rupees only) and the distributor/dealer(s) cannot claim this, then or anytime in the future. If the distributor/dealer(s) wishes to extend the association with EVNEXUS and continues with the same agreement, the caution deposit of 3,00,000 INR (Rs. Three Lakh only) will be retained until the termination of this agreement on mutual terms. Caution deposit paid to EVNEXUS private limited is not entitled to interests in any form during the entire tenure of this agreement.

Term, Termination of Agreement and Participation in Program:

i. **Term:**

The agreement shall remain in effect and the participation in Dealer and Distributorship Program is government from the date of effectiveness until the time as Dealer and Distributorship breaches the agreement or EVNEXUS terminates the Agreement for any reason or reasons as stated in this agreement.

ii. **Termination:**

- a. Either party may terminate this Agreement with or without cause with at least 90 days' prior written notice to the opposite party. EVNEXUS has all the rights to terminate this Agreement immediately upon written notice to Dealer and Distributor

due to their material breach or the action taken by the Dealer/Distributor is reasonably believed to be detrimental to the company's reputation or its goodwill or standing in the community.

- b. If EVNEXUS terminates Dealer or Distributorship agreement in the Program for cause, including, without limitation, due to Dealer and Distributorship breach of any of the terms set forth in subsection "Causes for Termination" below or due to a violation of any of the Policies & Procedures set forth in **Exhibit A-L**, Dealer and Distributorship will forfeit all any unpaid Caution Deposits and Reward Bonus upon the termination date.
 - c. If Dealer(s) or Distributor terminate their participation in the program voluntarily for any reason, if EVNEXUS terminates Dealer and Distributorship participation in the Program without cause, or if EVNEXUS ends the Program, Dealer and Distributorship will be compensated for any Direct Referrals and Team Referrals made prior to the date of such termination, but only to the extent such Direct Referrals and Team Referrals is converted to Installed Referrals within 90 days of such termination. Dealer and Distributorship will not be compensated for any Referral following the end of such 90-day period, irrespective of whether such Referral subsequently converts to an Installed Referral.
- iii. Causes for Termination from Participation in Program: Without limiting its right to terminate for cause, due to other breaches (including violations of the Policies & Procedures), EVNEXUS exclusively reserves the right to terminate the participation of distributor/dealer in the Program, if the dealer/distributor do, cause or engage in any of the following:
- a. Violate applicable law;
 - b. Infringe the intellectual property rights of EVNEXUS or any third parties associated;
 - c. Collect or distribute personal data about Referrals;
 - d. Impersonate any person, or otherwise misrepresent a User's identity;
 - e. Any false or fraudulent enrollments or information submitted by any Dealer and Distributor;
 - f. Interfere with, disrupt or violate this Agreement or servers or networks connected to the Program; or disobey any requirements, procedures, policies, or regulations of such networks;
 - g. Attempt to gain unauthorized access to the Program, or to other accounts, computer systems, or networks connected to the Program;
 - h. Transmit any file that contains viruses, worms, Trojan horses, or any other contaminating or destructive features;
 - i. Use the Program to conduct any activity or solicit the performance of any illegal activity or other activity that infringes the rights of others;
 - j. Contractual or other legal restrictions on your ability to participate in the Program, including, by way of example, non-competition or non-circumvention provisions that would prohibit or restrict your participation in the Program;
 - k. Your non-compliance with any of the terms and conditions of the Agreement.

Exhibit A: Modifications

EVNEXUS reserves the right to amend the agreement, its prices, and any aspect of the Program in its sole and absolute discretion and the decision made by EVNEXUS is final in all aspects. By executing this Dealer and Distributorship Agreement, the distributor/dealer agrees to abide by all the amendments or modifications that EVNEXUS elects to make. Amendments shall be effective from 7 (seven) days after EVNEXUS

notifies the respective Dealer/Distributor for any such modifications through email or any other mode of communication. Incorrect email address or non-delivery of the communication does not hold EVNEXUS responsible. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of Dealer and Distributorships of EVNEXUS business, the acceptance of any benefits under the Agreement, or Dealer and Distributorships acceptance of Referral Rewards constitutes acceptance of all amendments.

In addition to other terms and conditions, set forth in the Agreement, the following rules apply to your participation in this Program:

- a. Under no circumstances, will the distributor/dealer(s) make fake representations or promises of any kind regarding EVNEXUS products or services. EVNEXUS will provide you a reasonable amount of information regarding its products, projects and services.
- b. If you (the distributor/dealer) refer EVNEXUS on a website, Facebook page, Twitter account or any other web-enabled platform (the "Internet") or online advertising platform, you represent to EVNEXUS that you own all of the content on such platform(s) or otherwise have all necessary rights to present any content on such platform; You agree that the content published by you or on your behalf is completely within the norms set in this agreement and does not defame EVNEXUS. Any copyright/legal proceedings, for the content published by the distributor/dealer, is entirely upon the distributor/dealer and EVNEXUS is not responsible for any sort of claim, settlements or monetary damages or whatsoever.
- c. You will not defame, libel or slander anyone in connection with your participation in the Program;
- d. You shall not promote EVNEXUS or the Program through any Internet site that contains pornography, obscenity, hateful or derogatory speech or is otherwise inappropriate;
- e. EVNEXUS may prohibit you from participating in the Program or receiving a Referral Reward, in EVNEXUS' sole discretion, if EVNEXUS determines that you are attempting to undermine the fairness, integrity or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other users or representatives of EVNEXUS. You may not enter with multiple or fake email addresses or accounts, use fictitious identities or use any system, bot or other device or artifice to participate in the Program or receive a Referral Reward. EVNEXUS reserves the right to disqualify you and/or cancel any Referral Rewards it finds to have been awarded as a result of tampering with the entry process or the operation of the Program or violating this Agreement. If a solution cannot be found to restore the integrity of the Program, EVNEXUS reserves the right to cancel, change, or suspend the Program.
- f. You must respect the spirit of the agreement by only referring real third-party individuals who meet the requirements of this Agreement. For example, you may not create multiple or fake accounts with client names or participate in the Program using multiple or fake email addresses or identities.
- g. You may not participate in any other referral, lead generation or similar program of EVNEXUS.
- h. Any attempt to deliberately damage or undermine the legitimate operation of the program may be in violation of criminal and civil laws and will result in disqualification from participation in the program. Should such an attempt be made, EVNEXUS

reserves the right to seek remedies and claim damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

Exhibit B: Trademarks and Copyright

During your participation in the Program, EVNEXUS grants you a nonexclusive, nontransferable, personal right to use the trademarks, logos and program marketing assets made available by EVNEXUS pursuant to the terms and conditions of the Agreement (the "Trademarks").

- a. **No Right, Title or Interest:** This Agreement does not grant you any right, title, or interest in the trademarks other than the rights specifically granted herein. You shall not use the trademarks, or any part thereof, as part of your name or identity nor use any name or mark confusingly similar to the trademarks, or otherwise utilize the trademarks in a manner inconsistent with this agreement.
- b. **Authorized Use:** As an Dealer/Distributor, you may use the EVNEXUS name in the following manner;

"Your Firm Name", Dealer/Distributor of EVNEXUS Private Limited

- c. You may not use the name EVNEXUS in any form in your team name, a tagline, an external website name, your personal website address or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase *Dealer/Distributor registered with EVNEXUS under Dealer and Distributorship Program*. For example, you may not secure the domain name www.evnexus.com, nor may you create an email address such as evnexus@gmail.com.

Exhibit C: Non-Compete

The distributor/dealer who agrees to be a part of this *Dealer and Distributorship Program* shall not, except with prior written consent from EVNEXUS private limited, during the term of this agreement [and for a period of one year following the termination of this agreement], be involved directly or indirectly as the service provider or in the development, promotion, business, or sale of any services which compete with the services of EVNEXUS.

Exhibit D: Indemnities, Warranty and Disclaimer of Liability

- a. **Your Indemnity:** You agree to defend, indemnify and hold EVNEXUS and its officers, directors, shareholders, affiliates, employees and agents (each an "Indemnitee") harmless from and against any and all third party claims, actions, losses, damages, liability, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements incurred by an Indemnitee in any action) arising out of or in connection with your breach of any of the representations, warranties or obligations set forth in this agreement.
- b. **EVNEXUS Indemnity:** EVNEXUS agrees to defend, indemnify and hold you harmless, from and against any and all third party claims, actions, losses, damages, liability, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements incurred by You in any action) arising out of or in connection with EVNEXUS negligence or willful misconduct in connection with breach of any of its representations, warranties or obligations set forth in this agreement provided that You promptly notify EVNEXUS in writing of any such claim and promptly tender the control of defense and settlement of any such claim to EVNEXUS at its expense and with its choice of counsel.

c. Warranty:

- i. Warrant period is considered based on the products supplied by EVNEXUS through our brand name EVNEXUS (For example, Motor-1 years; Lithium Ion Battery- 3 Years, Motor Controller- 1 Year, and other parts like LED lights, steel/plastics not considered in the warranty claim. However, EVNEXUS will support and supply the products based on genuine reason. No warranties are considered for physical damage since the distributor/dealer has sole responsibility to transport the products/accessories from EVNEXUS site to their respective sites.
- ii. Warranty term for our ancillary business verticals such as charging station, battery swapping solution, supporting for Engineering Procurement Construction (EPC) Design, engineering, supply and installation & project commissioning are considered, based on mutual discussion, at the time of project development. Whereas the warranty will be considered as per the Original Equipment Manufacturer (OEM) supplier terms.
- iii. In case, EVNEXUS deals with and supply third party products and Multi Brand electric vehicle products and accessories (such as, but not limited to, E-Scooter, E-Motorcycle, E-Auto, E-Goods Carrier) for 2, 3 and 4 wheeler, charging station, battery swapping and battery packs, the warranty claim can be considered and made upon, only as per the Original Equipment Manufacturer (OEM) supplier terms. EVNEXUS will facilitate such warranty claims between distributor/Dealer and the manufacturer to resolve the claims.
- iv. Exclusion of warranties: EVNEXUS makes no warranties of any kind, whether express or implied, including, but not limited to, any implied warranty of merchantability, implied warranty of fitness of service for a particular purpose or the success of Dealer and Distributorship.
- v. Limitation on Liability Damages: In no event shall either party be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or related to this agreement, even if such damages are foreseeable and whether or not such party has been advised of the possibility thereof. Except for the payment of earned referral fees, in no event shall EVNEXUS be liable for any actual damages arising out of or related to this agreement even if such actual damages are foreseeable and whether or not EVNEXUS has been advised of the possibility thereof.

Exhibit E: General

- a) If any individual term or provision of this agreement is contrary with the terms or provisions stated in this agreement, or in conflict with any requirement of the applicable law in India, then that term or provision shall be severed here from and the remainder of this agreement shall be binding on the parties.
- b) No failure or delay by either party in exercising any right, power or privilege, hereunder shall operate as a waiver thereof, nor shall any right, power or privilege hereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- c) There are no understandings, agreements or representations, express or implied, not specified herein.
- d) This agreement shall not be amended except, in writing and signed by an authorized representative of both EVNEXUS and distributor/dealer(s) and shall be binding upon all employees and agents of both parties as provided herein.

- e) This agreement constitutes the entire agreement between the parties undersigned and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral or through any other form, relating to its subject matter.
- f) This agreement shall inure to the benefit of and be binding upon the respective parties' permitted assigns, transferees and successors of the parties and such companies. Provided, however, that this agreement shall not be assigned by either party, without the other party's prior written consent, except to its parent company and to one or more of its wholly-owned subsidiaries, and in no event shall either party be relieved of any of its respective obligations hereunder. Any purported assignment in violation of the foregoing shall be null and void and not enforceable.
- g) Either party may notify the other party in case of a change to its name, relevant addressee, address or facsimile number for the purposes as required under this agreement.

Exhibit F: MANAGEMENT AND PERSONNEL

- a) The Distributor/Dealer(s) has provided EVNEXUS in this Distributor/Dealer Agreement, with a list of all owners, officers and Sub-Distributor(s)/sub-Dealer(s) of Distributor/Dealer and the Distributor/Dealer recognizes that EVNEXUS has entered into this agreement on the basis of and relies upon the representations concerning the ownership and management of Distributor/Dealer contained in this Distributor/Dealer Agreement. Distributor/Dealer will, in no event, make or agree to any changes in such ownership or management without first consulting EVNEXUS and obtain the express prior written consent of an Executive Officer of EVNEXUS Private Limited.
- b) Distributor/Dealer expressly recognizes and acknowledges that the identity, reputation, financial resources, personal and business qualifications and experience and marketing philosophy of the owners and management of the Company's authorized Distributor/Dealer is of vital significance to EVNEXUS in its efforts to achieve and maintain a level of retail representation for EVNEXUS PRIVATE LIMITED products unsurpassed in the EV industry. Consequently, in the event if Distributor/Dealer proposes to change its ownership or management or desires to sell all or substantially all of its assets used in its operations, the Distributor/Dealer will advise EVNEXUS in writing not less than sixty (60) days prior to the effective date of any such proposed change in its ownership or management and prior to entering into any binding contractual agreement to sell all or substantially all of such assets.
- c) The Company will not unreasonably withhold its approval of any such proposal made to it by Distributor/Dealer. In evaluating Distributor/Dealer proposal, the Company will consider all of the relevant factors concerning the proposed new owners or management, including but not limited to those factors set forth in this paragraphs above, as well as the Company's interest in promoting competition between and among its authorized Distributor(s)/Dealer(s) and those of competing manufacturers. The Company will also consider whether and to what extent, any proposed new owners or managers have prior experience in the management of comparable EV Distributor/Dealer.

- d) Distributor/Dealer, who has been designated as per this Agreement, to appoint a sub- Distributor/Dealer network with full managerial authority and responsibility for the operations of Distributor/Dealer. The Sub- Distributor/Dealer shall devote substantial time and attention to the management of Distributor/Dealer; shall have full authority to make decisions and act on behalf of Distributor/Dealer to enhance sales in the appointed area. Distributor/Dealer agrees to inform the Company, in writing, prior to replacing or agreeing to replace the Sub- Distributor/Dealer. Distributor/Dealer shall supply the Company with any and all information, the Company deems necessary to evaluate the qualifications of any proposed successor to the Sub-Distributor/Dealer, including but not limited to his/her/their prior EV business experience and may condition its acceptance of the successor upon satisfactory completion of a trial period. It is specifically understood and agreed that no replacement of the Sub- Distributor/Dealer shall be made or be effective without the prior written approval of the Company, except with respect to any designated successor approved by the company.
- e) Distributor/Dealer acknowledges and agrees that maintaining a stable sale, good service and spare parts' availability are essential for proper day-to-day operations of EVNEXUS PRIVATE LIMITED Distributor/Dealer. Distributor/Dealer will employ, in all managerial and technical positions, the number of individuals required by EVNEXUS PRIVATE LIMITED facilities/Personnel Guide. Each such individual should be experienced in sales and/or servicing of related products or must be expeditiously trained in sale and/or servicing of such products. The Distributor/Dealer expressly agrees that all personnel engaged in Distributor/Dealer operation must attend applicable training offered by the Company and must wear appropriate attire when engaged in business operations. All the personnel, involved or employed or contracted by the distributor/dealer(s) must consent that the products, solution, services, project, business concept, theme, technology, knowledge and any other information shared to them via training, during their employment/contract time with the distributor/dealer or any time in the future, must not be shared either in partial or full to any persons internally other than the designated hierarchy, or to any persons whom EVNEXUS private limited may consider as competitors to the company. The distributor/dealer, who has employed the employee/contractual labor is held responsible for breach of technical, knowledge, business and other confidential information by the said employee/contractual labor. Further, EVNEXUS has full rights to terminate the agreement with distributor/dealer and is entitled to be compensated for the damages caused by the distributor/dealer/employees of distributor/dealer and so on.

Exhibit G: SALE AND PROMOTION OF PRODUCT / PROJECT / SERVICE

- a) Distributor/Dealer will use their best efforts to actively promote the sale of EVNEXUS Products, solutions, services and projects through systematic contacts with existing and potential customers of EVNEXUS and through other reasonable means, as the company may, from time-to-time, suggest.
- b) Distributor/Dealer acknowledges and agrees that the company has appointed the Distributor/Dealer as an authorized Distributor/Dealer for EVNEXUS Products at the Distributor/Dealer Facilities for the primary purpose of selling and servicing EVNEXUS

Products in the market in which Distributor/Dealer is located (which, in the absence of a more specific definition, shall for the purposes of this agreement mean the boundary or the geographic area in which Distributor/Dealer is located and its immediate environs). While nothing in this Agreement limits Distributor/Dealer as to the geographic area into which, or the persons to whom, Distributor/Dealer may sell EVNEXUS Products. OEM BUYER acknowledges that it has assumed the obligation of selling and servicing EVNEXUS Products in its market.

- c) Within the limitations, if any, of the supply of EVNEXUS made available to Distributor/Dealer by the Company, the Distributor/Dealer shall use its best efforts to achieve the best sales performance possible in the market where it has been appointed to serve. Such sales performance shall be evaluated by the Company from time-to-time in accordance with such fair and reasonable sales objectives and such consistent market criteria, may be established by the Company, including but not limited to, a comparison for a given period of number of EVNEXUS products/solutions/projects sold by the Distributor/Dealer in its market (or in case of certain multi-Distributor/Dealer markets, in that portion of its market which the Company determines is most conveniently served by the Distributor/Dealer) expressed (i) as a percentage of all EVNEXUS products/solutions/projects sold in the Distributor/Dealer market (or relevant portion thereof) during such period and (ii) as a percentage of certain selected vehicles of comparable quality, price and specifications sold in the market where Distributor/Dealer functions (or relevant portion thereof) during such period, all as compared with comparable percentages achieved by other similarly situated EVNEXUS Distributor/Dealer(s). The Company commits to make available to Distributor/Dealer, from time to time, any data compiled by the Company of the type described in this paragraph.
- d) In the event any EVNEXUS product or solutions or projects sold by the Company to Distributor/Dealer gets damaged prior to delivery to Distributor/Dealer, or is determined to be defective prior to sale by the Distributor/Dealer, the Distributor/Dealer shall, upon notification to and in accordance with instructions from the Company, repair such damage or defect or take other actions as the Company may direct. The Company will reimburse the Distributor/Dealer for any such work performed on a Distributor/Dealer Product at the Company's request in accordance with applicable policies and procedures in effect, at the time, such repairs are made.
- e) Distributor/Dealer needs to accept, recognize and agree that the Company shall have the right, at any time and from time-to-time, to make changes in the design or specifications of EVNEXUS products, solutions and projects. In the event of changes in the design or specifications of EVNEXUS products, the company shall have no obligation to Distributor/Dealer to make similar changes in EVNEXUS products previously delivered to the Distributor/Dealer or to otherwise compensate the Distributor/Dealer for such products.
- f) Distributor/Dealer shall comply with all local, state, national and EV laws and regulations applicable to the Distributor/Dealer, including, but not limited to, those respecting licensing, consumer protection, registration and model year requirements, when selling Electric Vehicles.

Exhibit H: CUSTOMER SERVICE

- a) The company and distributor/dealer understand and agree that their mutual success depends upon each one's ability to achieve unsurpassed levels of customer satisfaction with EVNEXUS Products, solutions and projects, and the authorized distributor/dealer who represents them. The Company commits to use its best efforts to assist the distributor/dealer in achieving this objective and distributor/dealer commits all the owners of EVNEXUS to provide the highest level of customer service, regardless of whether or not the customers have purchased the vehicles from DISTRIBUTOR/DEALER.
- b) Distributor/Dealer expressly agrees that the operation of a fully-equipped, well-managed service department, staffed with courteous personnel fully trained in servicing and repair of EVNEXUS products and services is essential to the fulfillment of Distributor/Dealer obligations under this agreement.
- c) Distributor/Dealer service department must comply, in all respects, with the requirements of EVNEXUS facilities/personnel guide including, but not limited to, the requirements relating to size and layout of the facilities, the Distributor/Dealer and Company may, under certain circumstances, agree to specific variations from the requirements of said guide, but it is agreed that the parties will strive to satisfy the provisions of the guide. The distributor/dealer expressly acknowledges and agrees that those sections of the service department, which are used for customer reception and waiting areas, must be designed and decorated in a style consistent with the promotion and presentation of luxury automobiles like EVNEXUS products. The distributor/dealer also agrees that the entire service department will be maintained in a clean, well-organized and attractive condition.
- d) The distributor/dealer will purchase and maintain in good working order (i) such special EVNEXUS tools and shop equipment as the Company shall from time to time specify under 'Required Tools and Equipment List' and (ii) general tools and shop equipment notified as necessary and appropriate for servicing and repair of EVNEXUS products.

Exhibit I: FINANCIAL REQUIREMENTS, STATEMENTS AND REPORTS

- a) Distributor/Dealer recognizes that, in order to conduct business on a profitable basis and to fulfill its obligations under this agreement, Distributor/Dealer must, at all times, maintain and have sufficient, for its EVNEXUS operations, cash, net working capital and net worth to meet such reasonable financial standards and requirements as the Company may from time to time promulgate. If the Company, in the exercise of its good faith business judgment, determines, at any time, that the amount of Distributor/Dealer cash, net working capital or net worth fails to meet such standards and requirements, the Distributor/Dealer will take whatever steps are necessary to meet the company's applicable requirements, within a reasonable time after notification by the Company to distributor/dealer of any such deficiency.
- b) The distributor/dealer shall furnish to the Company, on or before 10th (tenth) day of each calendar month, on such forms as the Company may require, a financial statement completely and accurately reflecting the results of Distributor/Dealer

EVNEXUS Operations for the preceding month and year-to-date. Distributor/Dealer shall also, from time to time, furnish to the Company such other reports and financial statements, including but not limited to reviewed financial statements, as the Company may reasonably require. Distributor/Dealer also agrees that the Company may from time to time arrange at its own expense to audit Distributor/Dealer financial records.

- c) The Company will not furnish to any third party data, including but not limited to financial statements, submitted to it, by Distributor/Dealer unless it is authorized to do so by Distributor/Dealer, or required by law.

Exhibit J: RIGHTS AND OBLIGATIONS UPON TERMINATION OF AGREEMENT

Upon termination of this agreement by either party or upon its expiration without renewal, the company will repurchase from Distributor/Dealer the following assets only, free and clear of any liens or encumbrances:

- a) All new and unused EVNEXUS products, accessories, in full or partial, of the then current or preceding model year, bought by the Distributor/Dealer from the Company, for which the Company will pay the Distributor/Dealer, the net price paid by Distributor/Dealer for such vehicles, deducting for any damage and less any applicable rebates or allowances;
- b) All new, unused and undamaged EVNEXUS Parts still in their original packaging (i) which Distributor/Dealer purchased from the Company during 3-month period, preceding the effective date of termination of the Agreement (the "Matching Period") and (ii) which Distributor/Dealer purchased prior to the Matching Period, but are then classified by the Company as "EVNEXUS Genuine Parts," meaning that those parts which the Company is then selling and can reasonably expect to sell to other Distributor/Dealer(s) in the future. The Company will pay Distributor/Dealer for those eligible parts actually returned to it under this provision, the Distributor/Dealer price, for such parts in effect at the time, the parts are returned to the Company.
- c) EVNEXUS 'Signs' which the Distributor/Dealer purchased from the Company or from a supplier approved by the Company. The Company will pay, for such EVNEXUS Signs, to the Distributor/Dealer original purchase price for such signs, less "straight-line" depreciation computed on the basis of a useful life of five years.
- d) Distributor/Dealer shall be responsible for returning to the Company, on a freight prepaid basis, any assets which the Company is obligated to repurchase from Distributor/Dealer in accordance with the terms of this agreement.
- e) The Company may require and Distributor/Dealer commits to supply proof that any EVNEXUS Products eligible for repurchase in accordance with the terms and conditions of first Paragraph are free and clear of any liens or encumbrances.
- f) Upon termination of this Agreement, all pending unfilled orders from distributor/Dealer for EVNEXUS products shall be deemed cancelled. The distributor/dealer shall thereupon discontinue the use of all EVNEXUS Trademarks by removing the same from distributor/dealer facilities and from all advertising, signs,

stationery, brochures, and the like, and will not thereafter advertise itself or hold itself out as an Authorized EVNEXUS Distributor/Dealer.

- g) Upon termination of this agreement by either party, upon its expiration without renewal, or upon the Company's approval of any purchaser(s) of Distributor/Dealer or of all or substantially all of the assets used in distributor/dealer's EVNEXUS operations in accordance with the terms and conditions of this Agreement, the Company and Distributor/Dealer shall execute and deliver to each other, the form of Mutual Release and Termination Agreement, then in use, by the Company. The Said Mutual Release and Termination Agreement (i) shall unconditionally terminate the Distributor/Dealer Agreement, then in force, between the Company and the Distributor/Dealer and (ii) shall provide for mutual release by each of the parties hereto, of any and all claims, either may have against the other, excepting only such claims which are then known to and pending between the Company and Distributor/Dealer and which are expressly set forth and specified in the said Mutual Release and Termination Agreement.

Exhibit - K: DEALER AND DISTRIBUTORSHIP POLICIES AND PROCEDURES

SECTION 1: DEFINED TERMS

In addition to other terms, specifically defined elsewhere in EVNEXUS Dealer/Distributorship Terms and Conditions (the "Terms & Conditions"), when capitalized, the following terms have the following meanings.

"Affiliated Party" means a shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities, for a business entity.

"Dealer" or "Distributorship" means a person or Business Entity that has entered into the Terms & Conditions of EVNEXUS Dealer/Distributorship and otherwise accepted the Dealer/Distributorship Agreement and that EVNEXUS has approved their participation in Dealer/Distributorship program.

"Business Entity" means a corporation, limited liability company, partnership or trust.

"Profit Margin/Rewards" or "EVNEXUS Rewards Plan" means the way in which Dealer/Distributor is rewarded for referrals through this Dealer/Distributorship Programme, as described generally in the Playbook, and as set forth in detail, in Annexure and Sub Section of the Terms & Conditions of this agreement.

"Confidential Information" has the meaning, set forth in, that it should not be shared to anyone in the extraordinary circumstance of these policies.

"Customer" means a person who enters into a sales contract for purchasing EVNEXUS products or a prospect and end customers who are willing to buy or bought EVNEXUS products, projects, accessories and services.

"Official EVNEXUS Material" means the products supplied by EVNEXUS which are as follows, but not limited to, Tools, Equipment, literature, visual, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by EVNEXUS to Dealer/Distributorship.

“Policies” or “Policies & Procedures” means Dealer/Distributorship Policies and Procedures, as may be updated by EVNEXUS from time-to-time.

“Recruit” means, for the purpose of EVNEXUS Conflict of Interest Policy, actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another EVNEXUS Dealer/Distributor or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

“Referral Reward” means a payment made by EVNEXUS to Dealer/Distributor in accordance with the Rewards Plan.

“Social Media” means any type of online media that invites, expedites or permits conversation, comment, rate, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or comment or respond to the content. Examples of Social Media include, but are not limited to, blogs, chat rooms, Facebook, MySpace, Twitter, LinkedIn, Delicious, and YouTube.

SECTION 2: POLICIES & PROCEDURES INCORPORATED INTO DEALER/DISTRIBUTORSHIP PROGRAM

These policies, in its present form and as may be amended by EVNEXUS from time to time, are incorporated into, and form an integral part of, EVNEXUS DEALER/DISTRIBUTORSHIP Agreement. It is the responsibility of each DEALER/DISTRIBUTOR to read, understand, adhere to, and insure that he or she is aware of and operating under the most current version of these policies and DEALER/DISTRIBUTORSHIP Agreement.

SECTION 3: BECOMING DEALER/DISTRIBUTOR

3.1. DEALER/DISTRIBUTORSHIP Application & Terms & Conditions:

To become a DEALER/DISTRIBUTOR of EVNEXUS, an applicant must agree, enter into, submit and Accept the Terms & Conditions, whereas EVNEXUS must accept the applicant's submitted Terms & Conditions.

3.2. DEALER/DISTRIBUTORSHIP Tool Kits and Product Purchases:

DEALER/DISTRIBUTOR is required to purchase EVNEXUS products, services or, sales aids, or pay any charge or fee to become a DEALER/DISTRIBUTOR. In order to familiarize new DEALER/DISTRIBUTOR with EVNEXUS products, services, sales techniques, sales aids, and other matters, the company may provide new tool kit at actual cost in the market.

3.3. DEALER/DISTRIBUTORSHIP Benefits:

Once DEALER/DISTRIBUTORSHIP Terms & Conditions have been accepted by EVNEXUS, the benefits of the Rewards Plan and the DEALER/DISTRIBUTORSHIP Agreement are available in the website. These benefits include the right to some or all of the following:

- i. Potential customers for EVNEXUS products and services;
- ii. Participate in Rewards Plan (as set forth in the Terms & Conditions);
- iii. Sponsor other DEALER/DISTRIBUTOR into EVNEXUS business and thereby, build a team and increase potential referral rewards under the rewards plan;

- iv. Receive periodic EVNEXUS literature, sales aids, and other EVNEXUS communications;
- v. Participate in EVNEXUS - sponsored support, service, training, motivational and recognition functions, if applicable; and
- vi. Participate in promotional and incentive contests and programs sponsored by EVNEXUS for DEALER/DISTRIBUTOR.

SECTION 4: OPERATING EVNEXUS BUSINESS

4.1 Advertising

- a. All Dealer/Distributor shall safeguard and promote the good reputation of EVNEXUS Private Limited, its products, projects, services and brand name. The marketing and promotion of EVNEXUS, the EVNEXUS opportunity, the Rewards Plan, and EVNEXUS must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.
- b. Dealer/Distributor is strictly prohibited from creating marketing materials or advertising of any kind WITHOUT consulting with EVNEXUS. However, the dealer/distributor is free to conduct local marketing through traditional/online marketing modes, only with the written consent of EVNEXUS, and all the marketing and promotional materials duly approved by EVNEXUS.
- c. Dealer/Distributor must not attempt to respond to media inquiries regarding EVNEXUS, its products or services, or their independent EVNEXUS business. All inquiries from any type of media must be immediately referred to EVNEXUS at reach@evnexus.in. This policy is designed to assure that accurate and consistent information is provided to the public as well as to carve a proper public image that helps in building a fine reputation for the company.
- d. EVNEXUS does not permit dealer/distributor to send unsolicited commercial emails/ faxes unless such emails/faxes strictly comply with applicable laws and regulations.
- e. Dealer/Distributor may not advertise on television and radio except with EVNEXUS express written approval.
- f. Dealer/Distributor may not create their own marketing or advertising material, including, without limitation, offer any EVNEXUS products at a price less than those offered by EVNEXUS.

4.2 Intellectual Property Rights

a. Domain Names, Email Addresses and Online Aliases
Dealer/Distributors are not allowed to use or register the website www.evnexus.in or any of EVNEXUS trademarks, product names, or any derivatives, for any Internet domain name, email address, or online aliases. Additionally, you cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of EVNEXUS.

b. Waiver of Claims

Dealer/Distributors waive any and all claims against EVNEXUS Private Limited, its officers, directors, owners, employees, and agents that relate to or arise from EVNEXUS decision

regarding the disposition of any team that develops below Dealer/Distributorship who has improperly changed lines of sponsorship.

c. Indemnification

DEALER/DISTRIBUTORS are fully responsible for all of their verbal and written statements made regarding EVNEXUS products, services, and the Rewards Plan that are not expressly contained in official EVNEXUS materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through social media, in print, or any other means of communication. DEALER/DISTRIBUTORS agree to indemnify EVNEXUS and EVNEXUS directors, officers, employees, and agents, and hold them harmless from all liability, litigation, penalties, refunds, attorney fees, court costs, or lost business incurred by EVNEXUS as a result of the DEALER/DISTRIBUTORSHIP unauthorized representations or actions. This provision shall survive the termination of Solar Dealer/Distributorship Agreement.

d. Trade Shows, Expositions and Other Sales Forums

Strictly subjected to EVNEXUS prior written approval (which EVNEXUS may withhold in its sole discretion), Dealer/Distributors may generate referrals and promote EVNEXUS products, services, solutions and accessories, opportunity at trade shows and professional expositions. EVNEXUS further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products or EVNEXUS opportunity.

SECTION 5: CONFLICTS OF INTEREST

Dealer/Distributors shall not engage in any form of business activities in part or full, with any other party; having business in the same line (Horizontal or Vertical) as of EVNEXUS Private Limited. Similarly, EVNEXUS has collaboration and joint ventured with many companies for ancillary business verticals such as charging station, battery swapping solution, Engineering Procurement Construction (EPC) design, engineering, supply and installation & project commissioning. The Dealer(s)/Distributor(s) should not deal or collaborate or even communicate directly with OEM/Investors joint ventures. If found, the unethical dealing, the agreement will be cancelled. At the same time, caution deposit will not be returned to dealer/distributorship. The actual business value with profit margin turned out between the distributor/dealer and the EVNEXUS' collaborating company which the distributor/dealer bypassed, and breached out of this agreement, have to pay the full business value mount, margins, profits, movable and immovable assets, in total, to EVNEXUS private Limited, failing which the distributor/dealer will be legally sued.

SECTION 6: Price and Payment

Distributor/Dealer(s) shall pay to EVNEXUS, the price specified by EVNEXUS (which may be communicated by EMAIL or other electronic means) from time-to-time (the "Price") (as well as all taxes, duties, charges, and fees as described in bills) for each product, solution, service, accessories and whatever applicable, purchased under this agreement. If the Distributor/dealer(s) fails to pay EVNEXUS in accordance with such credit terms as may be established from time to time in sole and absolute discretion of EVNEXUS or if, in EVNEXUS opinion, the financial responsibility of Distributor/dealer(s) becomes impaired or unsatisfactory during the term of this Agreement, then, in addition to any other remedies EVNEXUS may have, EVNEXUS may at its option take any one or more of the following actions:

- (i) declare the outstanding balance for all Products purchased by the Distributor/Dealer(s) from EVNEXUS due which are to be paid immediately from the date, the notification is declared
- (ii) require distributor/dealer(s) to provide security for its obligations to EVNEXUS satisfactory to EVNEXUS, such as requiring Distributor/Dealer(s) to post an irrevocable Cheque or other monetary security in an amount and form satisfactory to EVNEXUS; and/or
- (iii) demand advance cash payment and withhold deliveries of products until such security is received or advance payment is received. As security for the right to payment of any amounts due from distributor to EVNEXUS under this agreement or any other agreement between the parties hereto or any other right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, un-matured, disputed, undisputed, legal, equitable, or any right to an equitable remedy for breach of performance, if such breach gives rise to a right to payment under this Agreement or any other agreement between the parties hereto or obligation owed by Distributor/Dealer to EVNEXUS, the Distributor/Dealer(s) grants to EVNEXUS a security interest in, a lien upon, and the right to withhold and/or set off any credit card receipts, deposits or funds held by EVNEXUS for the benefit of Distributor/Dealer(s), payments or credits due to Distributor from EVNEXUS under this Agreement or any other agreement between the parties hereto, any other indebtedness or obligations of EVNEXUS to Distributor, and any assignments of any evidence of indebtedness, including any credit card invoices (whether or not evidenced in written form) held by EVNEXUS pursuant to EVNEXUS program. Distributor further grants to EVNEXUS, the express right, to withhold and/or set off any such deposits, funds, credits, indebtedness, obligations, and assignments against any amounts or obligations due under this Agreement or any other agreement between EVNEXUS, or any of its affiliates, and Distributor/Dealer and any of its affiliates. Furthermore, any payments not made at the time due shall incur a late charge of 5-12 % of the unpaid balance for each month or portion thereof, the payment is late, or the maximum amount permitted by Applicable Law, whichever is less.

Distributor shall pay to EVNEXUS, on demand, amounts equivalent to any and all taxes, duties, charges, and fees, and any and all increases thereon which are now or hereafter imposed, directly or indirectly, by any governing authority or agency on, against, in respect of, or measured by the Products, or any material contained in the Products, or the inspection, production, manufacture, sale, purchase, storage, transportation, delivery, or other handling of the Products or material contained in the Products, or any feature thereof, or otherwise relating to this Agreement.

All the Distributors/Dealers are responsible for paying taxes on any income generated through this business. EVNEXUS cannot provide distributor(s)/dealer(s) with any personal tax advice.

SECTION 7: Delivery Points

EVNEXUS shall deliver products to the Distributor/Dealer(s) at terminal facilities (the "Delivery Points") designated by EVNEXUS, from time to time, as the described address in the agreement. Product deliveries at Delivery Points shall be subjected to such requirements of EVNEXUS as may be specified from time to time, in EVNEXUS sole and absolute discretion, prior to access to any such Delivery Point by the Distributor/Dealer(s) or its carriers. Furthermore, where any Delivery Point is owned, leased, operated, or otherwise controlled in whole or in part by a third party, then Distributor/Dealer(s), its employees, agents, representatives, contractors, and carriers shall comply with all access, use, and other requirements of any such third party relating to such Delivery

Point. The Distributor/Dealer(s) shall be liable for all associated costs related to the purchase or delivery of Products from EVNEXUS at actual and sharing basis by other dealers.

With respect to each Station, Exhibit A contains a designated primary delivery point and a secondary delivery point. The Distributor/Dealer(s) shall only supply products to a particular Station, from the designated Primary Delivery Point, for that Station, unless authorized to utilize the Secondary Delivery Point under the next sentence. The Distributor/Dealer(s) may supply a Product to a Station, from the designated Secondary Delivery Point only if, and for so long as, the particular Product is physically unavailable at the Primary Delivery Point. EVNEXUS reserves the right, by notify the Distributor/Dealer(s) to change the Delivery Points designated for any Station, in EVNEXUS sole and absolute discretion, to alternate Delivery Points on either a permanent or temporary basis. Any additional costs incurred by Distributor/Dealer(s) related to the purchase of Products from such alternate Delivery Points shall be borne by the Distributor/Dealer(s). If EVNEXUS notifies a Distributor/Dealer(s) of a permanent change in Primary Delivery Point, utilized by the Distributor/Dealer(s), and the alternate Primary Delivery Point is not reasonably acceptable to Distributor/Dealer(s), then Distributor/Dealer(s) may, as its sole and exclusive remedy against EVNEXUS, terminate this Agreement solely, as this Agreement relates to the particular stations authorized to be supplied from the discontinued Primary Delivery Point. In such event, the quantities set forth in Exhibits with respect to such stations shall be removed from this Agreement, but this Agreement shall otherwise remain effective for all other purposes. However, nothing in this section shall prejudice EVNEXUS right to terminate this agreement in the event of a market withdrawal, encompassing any of the Delivery Points and Stations supplied, thereby pursuant to the market.

SECTION 8: Sublicensing

The distributor may sublicense to Dealer(s) the right to utilize the Marks only where such Dealers and each Station of the Dealers are approved in writing by EVNEXUS, which approval may be granted or denied at the sole and absolute discretion of EVNEXUS. Distributor shall be responsible for and shall ensure compliance by its Dealers with the requirements of this agreement. The distributor acknowledges that no direct relationship exists between EVNEXUS and any Dealers of the Distributor and that all matters relating to the business of the Dealers shall remain the sole responsibility of Distributor and the Dealers; provided however, the Distributor recognizes and approves EVNEXUS right to provide communications directly to Dealers of Distributor regarding requirements for each Station as set forth in this Agreement if a copy of such communication is also provided to the Distributor. The Distributor shall notify EVNEXUS immediately upon the termination or non-renewal of a Dealer. EVNEXUS has the authority and all rights to appoint a dealer(s)/sub-dealer(s) directly, without the consent from distributor(s) and the decision of EVNEXUS stands final.

SECTION 9: Use of the LOGO and BRAND

The distributor is only authorized, and may only authorize its Dealer(s)/Sub-dealer(s), to use at any Station and associated with the Designated Brand as specified by EVNEXUS from time to time. EVNEXUS reserves the right to replace any or all licensed under this Agreement, if such logo no longer be used, or if EVNEXUS, in its sole and absolute discretion, determines that any such replacement is, in the best interest of EVNEXUS. Further, the distributor shall not, and shall assure that its Dealer(s)/Sub-dealer(s) do not, use any of the logo and other EVNEXUS brands, in whole or in part, or confusingly similar to, including, but not limited to, "EVNEXUS ", "EVNEXT", "EVEN", as part of its corporate or other legal name or for the purposes of naming its convenience store. Distributor may,

however, use, and may authorize its Dealer(s)/Sub-dealer(s) to use the logo as part of its trade name or fictitious business name registrations.

Any goodwill arising from Distributor's use or sublicensing of the Logo shall inure solely to EVNEXUS benefit. Upon expiration or termination of this Agreement, no monetary amount shall be allocable to any such goodwill or shall otherwise be recoverable by Distributor for such goodwill.

SECTION 10: Records & Periodical Review

Distributor shall submit, and assure that its dealers submit, to EVNEXUS, for review or auditing, such reports, books, records, tax returns, statements, information, and data related to the Dealers (collectively, "Records"), as EVNEXUS may reasonably require for its own business purposes, in the form and at the times and places, reasonably specified by EVNEXUS. Distributor agrees, and shall assure that its Dealers agree, that all Records submitted by the distributor or its dealers to EVNEXUS may be used by EVNEXUS as it deems appropriate; provided, that information designated by Distributor or its Dealers as confidential shall not be disclosed by EVNEXUS to third parties in a manner that identifies distributor or its dealers as the subject or source of the information, except (i) with Distributor's or its Dealers' permission, (ii) as may be required by Applicable Law, or (iii) in connection with audits or collections under this Agreement. Furthermore, the distributor agrees, and shall cause its dealers to agree, (i) that EVNEXUS or its designated agents shall have the right, at all reasonable times, to examine and copy, at EVNEXUS expense, Records of the Distributor or its Dealers related solely to the Stations, (ii) that EVNEXUS shall have the right, at any time, to have an independent audit, made of the books of any individual station, and (iii) that EVNEXUS shall have the right, upon at least 24-hours' notice to Distributor or the Dealer, to enter upon any station premises or other place of business of distributor or the dealer for the purpose of inspecting, copying, and/or auditing records in distributor's or a dealer's care, custody, or control relating to meter readings for the charging stations, inventories of motor, controllers, batteries, and other products, delivered by EVNEXUS/EVNEXUS' designated third party for distributor/dealer Premises. Upon request by EVNEXUS, Distributor shall produce, and shall assure that its Dealers produce, copies or originals of any such Records not kept at a place of business of Distributor or the Dealer. All records of distributor or its dealers shall remain the property of distributor or dealers unless and until requested by EVNEXUS. Nothing herein, shall be construed to obligate distributor or dealers to render records to EVNEXUS possession, custody, or control for purposes of satisfying a judicial or other legal compulsion imposed on EVNEXUS or its affiliates. EVNEXUS has no right or authority to request or obtain records for the benefit of any third party, except as specifically provided herein.

The distributor agrees, and shall cause its dealers to agree (i) that EVNEXUS shall have the right to enter upon any charging station premises during normal business hours for the purpose of obtaining a report or testing any of the products or accessories available for sale/service at the showroom, charging station/swapping station and the whole premises. (ii) that EVNEXUS shall have the right to perform any product testing at facilities of distributor or its dealers where products are stored. EVNEXUS shall pay Distributor's or its Dealer's, the current retail price, for any such product sample taken by EVNEXUS or its designated agents.

The distributor/dealer(s) shall notify EVNEXUS immediately in case of (i) any suspected or alleged contamination, adulteration, commingling, or variance in quality of any products held in any transport truck, storage facility, or charging station of distributor or its dealers or (ii) any inquiry or investigation by any governing authority or agency regarding any such products. The distributor/dealer(s) shall promptly provide EVNEXUS with the

results of any tests in its care, custody, or control conducted on the products, and shall promptly provide EVNEXUS with an opportunity to inspect and investigate any products which are the subject matter of any such tests.

The distributor/dealer(s) acknowledges that the use of EVNEXUS Logo is restricted to identifying and advertising the products for resale and is subjected to regulation by EVNEXUS. The distributor/dealer(s) agrees to immediately comply, and to assure that its sub-dealers immediately comply, with all directives and requirements of EVNEXUS concerning the use of Logo. The distributor further agrees to take no action which might diminish or dilute the value of such logo. If requested by EVNEXUS, the distributor must complete, and also must assure that its dealers complete, within the time period specified by EVNEXUS and in a manner satisfactory to EVNEXUS, such renovation and modernization of Charging Stations' premises, as EVNEXUS may reasonably require to reflect the then-current specifications and image of the designated brand. Without limiting the foregoing, the distributor shall, and shall assure that its dealers, at all times during the term of this Agreement, fully comply with EVNEXUS' then current "Wholesale Branding Manual" and "Basic Image Requirements," which the distributor acknowledges to have been received and reviewed by the distributor themselves. Furthermore, all advertising and promotional materials created by the Distributor or its Dealers/sub-dealer(s) relating to the Products or the Marks, must be approved in writing by EVNEXUS prior to the publication or other use of such materials. EVNEXUS reserves the right from time to time to amend, change, or otherwise modify its Wholesale Branding Manual or Basic Image Requirements and any other requirements of EVNEXUS relating to the logo lies entirely in absolute discretion of the company.

The distributor shall immediately stop, and shall assure that its dealers also stop, the sale of any products where distributor or its dealers are entirely aware that any such product that does not meet the quality, or impermissibly commingled, or fails to meet the requirement of any governing authority or agency including, but not limited to, the state and central governments. The distributor shall properly dispose of, and assure that its Dealers also dispose of, any such products and update the company about how it has been disposed of, in a safe and secure manner.

The authorized distributor requests EVNEXUS to provide identification sign facings, inserts and fascia (collectively the "Identification Signs") for the designated brand to be placed at every charging station and battery swapping station. The number, types and locations of Identification signs may be changed from time to time at the sole discretion of EVNEXUS. The distributor is completely responsible for repair, maintenance and replacement, including all related costs and expenses, of the Identification Signs in accordance with EVNEXUS specifications. The distributor shall replace identification signs only through EVNEXUS approved vendors. EVNEXUS reserves the right to replace identification signs at Distributor's/dealer's cost and expense. Upon termination, cancellation or non-renewal of this Agreement, Distributor, at its cost and expense, shall return, and shall assure that its Dealers return, unless otherwise requested by EVNEXUS in writing, the Identification Signs to EVNEXUS in good condition, normal wear and tear excepted. The distributor shall be responsible for paying all the property taxes levied or assessed against the identification signs.

All identification signs, advertising matter and other removable materials, displaying the brand and logo ("Removable Advertising Matter") shall, at all times, be and remain the property of EVNEXUS. The term "Identification Signs" does not include sign poles, sign boxes or cans, lighting fixtures, wiring, or other similar equipment (collectively, "Sign Equipment"). Distributor or its Dealers shall be responsible for repair, maintenance and replacement of sign equipment.

Distributor or dealers shall notify EVNEXUS, in writing, of any infringements or imitations by others, of the logo, when Distributor or its Dealers become aware. EVNEXUS shall have the sole right to determine whether or not, any action shall be taken, on account of any such infringements or imitations. Distributor shall not, and shall assure that its Dealers do not, initiate any legal suit or take any action on account of any such infringements or imitations without first obtaining the written consent of EVNEXUS to do so. Distributor and its Dealers shall not be entitled to share, in any proceeds, received by EVNEXUS by settlement or otherwise in connection with any formal or informal action brought by EVNEXUS, with regards to the Marks.

Nothing in this Agreement shall be construed as an assignment of any rights, in the logo, from EVNEXUS to Distributor or its Dealers.

The distributor/dealer(s) acknowledges that strict compliance with terms and conditions of this all exhibit is a material and important part of consideration for this Agreement. The distributor further acknowledges and agrees, and shall cause its dealers to acknowledge and agree, that any unauthorized use of the Marks by Distributor or its Dealers will inflict irreparable harm upon EVNEXUS for which there is no adequate remedy at law and that, accordingly, EVNEXUS shall be entitled to temporary and permanent injunctive relief, against any such unauthorized use of the Marks.

EVNEXUS reserves the right, in its sole and absolute discretion, to discontinue supplying at any delivery point, any product or grade of any product, and in such event, EVNEXUS shall be relieved of any further liability or obligation under this agreement to supply such discontinued products or grade of product. If EVNEXUS does marketing for any other product or grade of product in lieu of the discontinued product or grade of product, this agreement shall embrace the new product or grade of product and all of the terms and conditions, hereof, previously applicable to the discontinued product or grade of product shall apply to the new product or grade of product as well.

SECTION 11: Operating Standards

The distributor shall conduct, and shall assure that its dealers conduct, the operation of their respective businesses related to the resale of products in a clean and safe manner and shall otherwise conduct no business which could possibly interfere the sale of products or damage the goodwill of EVNEXUS and the brand name of Associating Companies brand or the Marks. Without limiting the foregoing, the distributor shall fully comply, and shall assure that its dealers comply, at all times during the term of this Agreement, with EVNEXUS, the then current “Basic Operational Requirements,” which the distributor acknowledges to have been received and reviewed. The distributor agrees, and shall cause its dealers to agree, to participate in EVNEXUS activities.

The distributor shall comply, and shall assure that its dealers comply, (i) with applicable law with regard to operation of the business of distributor and its dealers and (ii) all rules, guidelines, and procedures established by EVNEXUS from time-to-time in connection with, but not limited to, the loading, transportation, handling, storing, testing, selling, dispensing, and/or use of products, accessories, services and projects.

Except, as may otherwise be required by applicable law, the distributor shall continuously offer, and shall assure that its dealers and sub-dealers have the capability for developing charging station and swapping station in their premises, if they preferred. Otherwise the distributor/dealer(s) can look for third parties’ land with applicable electricity rules as per the guidelines framed from time-to-time. Similarly, all the safety measures should be taken care of, by the Distributor/Dealers/by third party scope. No liability or

responsibility for EVNEXUS if any unforeseen incidents like accident / explosion may happen at battery swapping / charging station equipment.

Distributor/Dealer(s) needs to make necessary safety measures and protocol must be followed by OEM suppliers or third party project developers. Furthermore, if the distributor/dealer(s) is willing to insure the products and premises, they are free to do so, at their own cost. EVNEXUS does not provide insurance for the products or premises or any sort and no kind of support is provided from EVNEXUS to the distributor/dealer(s). Likewise, EVNEXUS has no liability.

Distributor shall utilize, update and maintain, at Distributor's cost, and shall assure that its Dealers, utilize, update and maintain at Dealer's cost, (i) point of sale systems at each **EVNEXUS Point** as may be required by EVNEXUS from time to time and (ii) other automated systems which may be required by EVNEXUS from time to time, including but not limited to, systems necessary to poll, at frequencies determined by EVNEXUS, in the charging stations and product sales of EVNEXUS.

Distributor agrees, and shall cause its Dealers to agree, that EVNEXUS may inspect or review compliance of the distributors and its dealers with the requirements of this agreement, in any reasonable manner, that EVNEXUS determines, including, but not limited to, announced and unannounced visits to any **EVNEXUS Point** / charging station.

Distributor/Dealer(s) expressly understands and agrees that a confidential relationship is established between EVNEXUS and Distributor/Dealer(s) under this Agreement and that, as a result thereof, EVNEXUS will be disclosing and transmitting to Distributor/Dealer(s) certain confidential and proprietary information of EVNEXUS. So, the Distributor/Dealer(s) hereby agrees that Distributor/Dealer(s) shall not, during the term of this Agreement or thereafter in future, communicate, divulge or use for the benefit of any other person, persons, partnership, association or corporation and, following the expiration or termination of this agreement, shall not use for the benefit of Distributor/Dealer(s), or any of its principals, any confidential information, knowledge or know-how of EVNEXUS Private Limited, which may be communicated to Distributor/Dealer(s) or its principals or of which they may be apprised in connection with Distributor's/Dealer(s) performance under this Agreement. Further, the distributor/Dealer(s) shall divulge such confidential information only to such of Distributor's/Dealer(s) employees who have a need to know such confidential information to achieve the purposes stated in this Agreement. Any and all information, knowledge, know-how, techniques and any materials which EVNEXUS provides to Distributor/Dealer(s) in connection with this Agreement shall be deemed confidential for the purpose of this Agreement only. Such confidential information does not include information that, at the time it was disclosed to or learned by Distributor/Dealer(s), was part of the public domain, nor information that, after the time it was disclosed to or learned by Distributor/Dealer(s), became part of the public domain through disclosure, publication or communication by persons other than Distributor/Dealer(s) or its employees. Distributor/Dealer(s) shall not, at any time, without EVNEXUS' prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized persons who are not designated by EVNEXUS.

Without limitation on any other provision of this agreement, the distributor shall comply, and shall assure that its dealer(s) comply with applicable laws (regarding the ban on sale of narcotic products to individuals aged less than 18, possession of illegal items, theft, terrorist activities, funding/propaganda against country and all other unlawful activities, notified by the government of India etc). Distributor shall notify EVNEXUS, and shall assure that its dealer(s) notify EVNEXUS, in writing or electronically within 5 (five) business days about any notice of violation received by the Distributor and its Dealer(s),

or any other operator of any of the charging stations, from local, state, or with respective authorities concerning the activities mentioned in this agreement.

SECTION 12: Testing and Certification

EVNEXUS and its supplying partners have been certified by different government bodies and necessary approvals and certifications have been attained such as National Automotive Board (NBA), Automotive Research Association of India (ARAI), Central Institute of Road Transport (CIRT), International Centre for Automotive Technology (ICAT), Global Automotive Research Centre (GARC), and Central Motor Vehicles Rules (CMVR). EVNEXUS also aims at becoming one of the eligible partners for Faster Adoption and Manufacturing of Electric Vehicles in India scheme (FAME II) with government of India to subsidize the EVs for its customers.

SECTION 13: Communications Equipment

EVNEXUS may, from time-to-time, require the distributor to obtain, and require distributor to assure its Dealers obtain 'communications equipment' for the transfer of business correspondence, electronic messages and any other business uses, by and between EVNEXUS and Distributor and its Dealers (e.g., meeting notices, promotional or program details and sign-ups, and other business correspondence) which shall at a minimum, meet EVNEXUS criteria for speed, capacity and services, in the manner and as determined by EVNEXUS. Currently, the distributor/dealer(s) requires a Personal Computer (Windows/Mac) with high-speed Internet connection and email access. The distributor agrees that EVNEXUS at any time may require Distributor to install and/or maintain, and to assure that its Dealers install and maintain, a dedicated business telephone line for use. The distributor agrees to obtain, and to assure that its dealers obtain, such equipment at Distributor's or its Dealers' sole expense or pay monthly fees to EVNEXUS for equipment that EVNEXUS may require distributor or its dealers to install. EVNEXUS shall provide the distributor, 60 days' notice of any change, in EVNEXUS communications' equipment requirements.

SECTION 14: Force Majeure

EVNEXUS shall not be liable for any failure or omission in the performance of this agreement, nor be liable for damages in connection therewith, if such failure shall arise from any cause or causes beyond the reasonable control of EVNEXUS including, but not limited to, the following: an act of God; fire; storm; flood; earthquake; explosion; accident; an act of public enemy; war (declared or undeclared); rebellion; insurrection; riot; sabotage; invasion; epidemic; disease outbreak; quarantine restriction; strike; lockout; boycott; picketing; disputes or differences with workers; labor shortage; dacoit; theft; compliance with applicable law; transportation embargoes or failure or delay in transportation; unavailability of suitable tank trucks or parts or equipment there for; exhaustion, reduction, unavailability, or delay in delivery of any product at the source or sources of supply from which deliveries are normally made hereunder; exhaustion, reduction, unavailability, or delay in delivery of sufficient quantities of any product or material necessary for the manufacturing of any products including, but not limited to, crude oil, natural gas, supplies, raw materials, ethyl alcohol, oxygenates, or other ingredients or additives; periodic shutdown or turnaround of a plant for general inspection, repair, or maintenance; interruption or loss of utility service; legal or equitable rights or remedies in favor of any governing authority or agency or public or private party which prevents or impairs performance hereunder by EVNEXUS; or the total or partial destruction or breakdown of plants, pipelines, terminals, or equipment. The settlement of strikes or differences with workers shall be entirely within the sole and absolute discretion of EVNEXUS. EVNEXUS shall not be required to remedy or remove any such cause or causes.

Upon the expiration date or termination of this Agreement, the Distributor/Dealer(s) shall immediately pay to EVNEXUS all amounts due to EVNEXUS by the Distributor/Dealer(s), arising out of this Agreement or otherwise, and shall immediately remove all removable advertising matter from the charging stations and its EVNEXUS Point. Distributor/Dealer(s) shall also promptly paint out or obliterate all other Marks located in, on, or about all station premises, or otherwise utilized by Distributor and its Dealers. In the event, when distributor/dealer(s) fails to immediately remove all of the removable advertising matter, or to paint out or obliterate all other marks, including but not limited to all of EVNEXUS color schemes, including the color teal, within 3 (three) calendar days following the expiration or termination of this agreement, the distributor authorizes, and shall assure that its Dealers authorize, EVNEXUS, at distributor's expense, to enter upon the premises of any such non-conforming charging station and to remove the removable advertising matter, and to paint out or obliterate all other marks located thereon.

SECTION 15: Confidential Information

'Confidential Information' includes, but is not limited to, team reports, the identities of EVNEXUS customers and distributor/dealers, contact information of EVNEXUS customers and distributor/dealers, and distributor/dealers personal and group referral volumes. Confidential Information is, or may be available, to distributor/dealers in their respective back-offices. The access to such confidential information, for the distributor/dealers is password protected, and is confidential and constitutes proprietary information and business trade secrets belonging to EVNEXUS. In case, if a distributor/dealer(s) accesses the confidential information of EVNEXUS after obtaining necessary permission from EVNEXUS, and if any miscreants or hackers hack the confidential information made to the distributor/dealer(s), the said distributor/dealer(s) must immediately inform EVNEXUS and legal proceedings will follow, upon the hacker(s)/hacking organization as well as the distributor/dealer(s) who failed to meet the security requirements. Such confidential Information is provided to distributor/dealer(s) in strictest confidence and is made available to Distributor/Dealers for the sole purpose of assisting Distributor/Dealer(s) in working with their respective teams in the development of their EVNEXUS business. The distributor/dealer(s) may not use the reports for any purpose other than the development of EVNEXUS business. Where a Distributor/Dealer(s) participate in other multi-level marketing ventures, they are not eligible to have access to Team reports. The distributor/dealers should use the Confidential Information to assist, motivate, and train their Team Distributor/Dealers. Both distributor/dealers and EVNEXUS agree that, but for this agreement of confidentiality and nondisclosure, EVNEXUS would not provide confidential Information to the distributor/dealer(s).

To protect the confidential information, the distributor/dealer(s) shall not, on his or her or their own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- a) Directly or indirectly disclose any confidential information to any third party;
- b) Use any confidential information to compete with EVNEXUS or for any purpose other than promoting his or her EVNEXUS business;
- c) Recruit or solicit any distributor/dealers or customers of EVNEXUS listed on any report or in Distributor/Dealers Back-Office, or in any manner attempt to influence or induce any distributor/dealers or customers of EVNEXUS, to alter their business relationship with EVNEXUS ; or
- d) Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

The obligation not to disclose confidential information shall survive cancellation or termination of this Agreement, and shall remain effective and binding, irrespective of whether an Distributor/Dealers Agreement has been terminated, or whether the Distributor/Dealers is or is not otherwise affiliated with the Company.

SECTION 16: DISPUTE RESOLUTION AND GOVERNING LAW

Any dispute, controversy or claim (“Dispute”) arising out of, relating to, or in connection with this agreement, termination or validity hereof, shall initially be resolved by amicable negotiations between the executives of the Parties involved and, if not resolved through such negotiations within 30 (thirty) days of written notice of the existence of such dispute, be finally settled by arbitration under the Arbitration & Conciliation Act, 1996, as amended from time to time, by sole arbitrator appointed by EVNEXUS. The venue of arbitration shall be Chennai and the proceedings of arbitration shall be conducted in the language, English.

During the arbitration, the parties shall continue to fulfill their respective obligations under the agreement except for such obligations, which are subject matter of the arbitration.

The arbitrary award shall be in writing, stating the reasons for the award, and shall be final and binding on the parties concerned. The award may include an award of costs, including reasonable attorneys' fees and disbursements.

The agreement shall be governed by the laws of India. The parties irrevocably agree that the courts of Chennai shall have “exclusive” jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF the Parties hereby set their respective hands on the date first above written.

<p>Signed by For and on behalf of the EVNEXUS Private Limited</p> <p>Signature:.....</p> <p>Name: _____</p> <p><u>Date</u></p> <p>Witness.....</p>	<p>Signed, sealed and delivered by the Distributor at <u>TALUK, District</u></p> <p>Signature:.....</p> <p>Name: _____</p> <p><u>Date:</u></p> <p>Witness.....</p>
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