

AUTHORIZED RESELLER AGREEMENT

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	Applicant's Name		M/s Mahaveer Music															
	Authorized Signatory		Ranbir Kumar															
	Permanent Address		Vill Puranderpur, Patna Road, PO & PS Ekanger Sarai, Sub-Div Hilsa, Distt. Nalanda, Bihar															
	Phone	9	8	7	6	5	4	3	2	1	0	PIN	8	0	1	3	0	1
	Email	Raushan2274@gmail.com																
	For Authorized Distributor										For S.U. Creations Pvt Ltd							

AUTHORISED RESELLER AGREEMENT

This agreement is made on this [[Agreement Date]], between S.U. Creation Private Limited having its office at 3424, 2nd Floor, Road No-43, Mahindra Park, Guru Harkrishan Marg, Delhi-110034, hereinafter called the "SUCPL"

AND

M/s [[Company Name]] a Proprietorship/Partnership/Company firm through its Proprietor/Partner/Director [[Contact Person]] with its principal office at [[Address]], [[City]], [[State]]-[[Pin Code]] here in after called the "Authorized Reseller" or "RESELLER".

1. SCOPE OF AGREEMENT

By this agreement, the RESELLER accepts the appointment to retail trade for **HARMONICA®** (A Unit of S.U. Creations Private Limited) hereinafter called the "SUCPL" or "HARMONICA®" within the territory assigned, in accordance with the terms and conditions of this agreement set out in the **Annexure-1** (Annexure-1 shall be along with this agreement). The RESELLER will work under SUCPL directly or through its Certified Authorized Distributor within the territory defined and provide retail and trade service for the listed Products & Services as per **Annexure-2**, irrespective of where the end user has purchased or subscribed for the product(S).

2. TRAINING AND BRANDING SALE SUPPORT

SUCPL through it's dully authorized distributor shall provide the promotional material, brandings, goods to sell and shall also supply some training material. Supplementary product training shall be arranged by SUCPL upon approval to request. Such supplementary branding will be provided at a cost to the RESELLER's that will charge the RESELLER for such supplementary courses of branding on time to time. Schedule training and promotional seasonal branding will be provided at SUCPL cost.

3. DOCUMENTATION

The RESELLER will record/ track all goods, bills etc each time with proper data in his record or in the CRM (Customer Relationship Manager) program and validate timely basis online at <http://www.SUCPL.com/> as described in **Annexure-3**. The RESELLER will also keep a photocopy of all the physical documents and also a soft copy in the external computer drives or media or on the web account provided by SUCPL and own email accounts.

4. TRADE RESPONSIBILITIES OF THE RESELLER

- 4.1 The RESELLER shall not change the location of operation, without the prior approval of SUCPL. That location can be changed within the assign territory only. A sum of ₹5,500 INR will be charged for address update and administrative fee.
- 4.2 The RESELLER shall provide the trade and promotions only for to the authorized segments of SUCPL which is described in **Annexure-3A**.
- 4.3 The RESELLER shall undertake TAT (Turn Around Time) as per different trade services described in **Annexure-2A**. TAT is defined as the time taken between the Task Start and Task Complete of Services by the RESELLER, and the time at which the Services are deliverable.
- 4.4 The RESELLER shall ensure trade and promotions are done as per the required Standards governed by SUCPL for HARMONICA® in **Annexure-3B**. In case of Product loss, Assets loss, Revenue loss, Data loss, Physical Damages, Misrepresentation of Business or Services and Improper trade shall not be reimbursed or covered by HARMONICA® or by SUCPL in this agreement. Liabilities of losses shall not be reimbursed by the RESELLER which is defined in **Annexure-4**.
- 4.5 The RESELLER shall ensure proper followership of HARMONICA® rules, terms, conditions and guidelines to prevent damage and losses on transit either physically or electronically. The transit type and methods shall be referred to **Annexute-4A**.

- 4.6 The RESELLER shall maintain proofs of sales and service from the customer with each and every sale of goods, Processes or Repair works. HARMONICA® shall compensate the RESELLER for all warranty services and related charges only against such proof described in **Annexure-3**.
- 4.7 The RESELLER shall employ competent staff for providing sales and support to the customers and the RESELLER must maintain the business environment and designed pattern for business and promotions as per SUCPL guidelines from time to time.
- 4.8 RESELLER will buy the goods, official stationary, branding, accessory etc under SUCPL agreement only those are sold by SUCPL directly or through its Authorised Distributor. The Reseller must maintain a stocking level defined by SUCPL periodically which shall include a regular purchase of upgraded or treated products and accessories as defined by HARMONICA® in **Annexure-4B** and shall update time to time in circulars at the information portal available at <http://www.SUCPL.com/annex4b>.
- 4.9 The RESELLER shall install the interior and exterior branding of HARMONICA® in their store as described in the **Annexure-4C** and shall update time to time in circulars at the information portal available at <http://www.SUCPL.com/annex4c>.
- 4.10 The SUCPL shall provide the credit facility and/or special discounts on the purchase of goods to the Reseller. These credits and discounts can be availed by achieving sales targets that may set by the SUCPL from time to time. The standard credit and discount schedule is described in **Annexure-4D** and any future disclosure for the same shall be subject to realization though sequence of stocks and sales maintenance.
- 4.11 The RESELLER CAN NOT and SHALL NOT sell or use the product in their stock for the demonstration purpose or for any use other than selling it to the customer. Any unauthorized usage of any product of SUCPL shall have business proceedings and shall be subject to an immediate suspension of service, termination of exclusivity, termination of agreement or dissolution of authorized service license. Such similar acts at RESELLER location or within territory, which are competitive in nature to the business interest of HARMONICA® or its Principles or venture shall not be compensated by SUCPL or HARMONICA®.

5. ADDITIONAL RESPONSIBILITIES OF THE RESELLER

- 5.1 The RESELLER shall ensure the competent take care of the goods from weather conditions, climate, temperature etc and infrastructure with demonstration along with ideal store keeping facilities, for providing satisfactory levels of customer service as recommended and governed by SUCPL in the RESELLER-Exhibit sent to you from time to time (Same Exhibit shall be enclosed with this agreement.)
- 5.2 The RESELLER shall submit computer-generated information and Data reports to SUCPL that capture several types of transactions and information of customer-sales & service-data, in computerized online formats governed by SUCPL in **Annexure-5** and shall be update from time to time in circulars at the information portal available at <http://www.SUCPL.com/annex5>.
- 5.3 The RESELLER agrees that some of this reporting may be done physically in a format governed by SUCPL in **Annexure-5A**. In addition to the above reports, HARMONICA® and the RESELLER agree to introduce any other reports based on conditional and competitive grounds, in the future.
- 5.4 The RESELLER will also keep and maintain the physical records of the workmanship of its provided services related to business promotions conducted on the instruction of SUCPL. In case any type of expense reimbursement and refund claim needs to be execute to the RESELLER Account, the RESELLER shall represent all previous transactions record of the workmanship of its trade and/or promotional and/or after sales services.

5.5 The RESELLER agrees to inform SUCPL immediately, if it notices any abnormal or wrong factors in the goods or product of any kind as required e.g. promotional stationary, relevant documents, proof of sales, proof of product ownership, signs of epidemic failure of good, incompatibility of accessory, wrong ownership or misrepresentation etc.

5.6 It shall be the responsibility of the RESELLER to inform SUCPL and have prior written approval of HARMONICA® in case of any unscheduled off or holiday at its location(s) of trade or promotional operations.

6. RESPONSIBILITIES OF S.U. CREATION PRIVATE LIMITED

6.1 SUCPL shall provide at a cost, business specific tools and gadgets required by the RESELLER to render sales and promotional services for SUCPL and the SUCPL shall decide the type and the quantity of gadgets, tools, products, promotional material, branding, merchandize etc.

6.2 SUCPL shall decide the authorized brands, goods, services etc for retail trade at Authorized Reseller and market size on the bases of sale and service volume and queries at the RESELLER location and his designated territory.

6.3 SUCPL shall reimburse the RESELLER as mentioned in the **Annexure-1A** for trade promotions, and other services as set out in **Annexure-3A**.

7. COMMISSION and COMPENSATION

7.1 The service related to sales and promotion, applicable on SUCPL products shall be as per the terms and conditions set by SUCPL and are also subject to the HARMONICA® Service Policy that may differ or update from time to time in circulars at the information portal available at <http://www.SUCPL.com/service>.

7.2 SUCPL shall compensate the RESELLER only for completing the trade or service tasks defined in **Annexure-1A**.

7.3 Faulty products, promotional material, branding kits, Assets, tools and gadgets and merchandize products that have become exchanged during the service period shall become the property of SUCPL and the RESELLER shall return the same to SUCPL upon request or demand.

7.4 If the RESELLER tries to temper any product, good and/or Billing & Invoicing and/or service record and/or retail trade policy etc unsuccessfully, the RESELLER shall not have the right to claim commission and/or compensation from SUCPL and SUCPL has the right to charge the RESELLER against such LOSS if found any.

7.5 The RESELLER shall report the after sales services made under this agreement every day to SUCPL by using standard forms designed or provided by Admin-CRM in electronic format by 17:00 Hrs IST.

7.6 SUCPL reserves the right to change the commission and/or compensation provided to RESELLER as per the change in the Vendor or Manufacturer policy/ governing, law/ legal, authorities/ business associates or otherwise and the changes will be informed to the RESELLER via email or through web publication from time to time in circulars at the information portal available at <http://www.SUCPL.com/>.

8. PAYMENT STRUCTURE

8.1 All costs relating and FOCT (Free of Cost Transactions) promotional services will be invoiced to the Reseller for the authentic and auditable record. The service charges for promotional, Services or branding will be charged as per SUCPL exhibit issued on time to time. The RESELLER shall not be reimbursed for the services/ workmanship rendered for such non-listed or non-authorized assistance/ product/ services.

8.2 The demonstration units and live products for showcasing will be purchased from SUCPL, any personal or non listed use of any SUCPL products which is Non-Granted will be considered as violation of the agreement.

8.3 All payments shall be subject to RESELLER request by submitting the physical submission of demand and on the CRM at its desired web URL (<http://www.SUCPL.com/crm>) too in a Real Time Clock manner.

9. VERIFICATION OF CUSTOMER AND BILLING PROCESSES

9.1 The RESELLER agrees to use the authentic billing method only for sales and trade of all kinds. SUCPL shall supply the training module or information for all type of transactions in SUCPL business operation.

9.2 All type of billing and service application access will be provided free of cost to RESELLER. SUCPL will make available all such compatible application well in time at a centralize server, so that the RESELLER can maintains its all transaction and other business activities according to calendar weekdays' inventory levels.

10. PAYMENTS AND SECURITY DEPOSIT

10.1 The RESELLER shall make a refundable security deposit of ₹1,00,000/- (One Lakh Indian Rupee only) this security deposit does not earn any interest and it is refundable after 45 days from day of expiring or cancellation this agreement or after systematic reversal by SUCPL.

10.2 The RESELLER shall make an initial stock purchase of ₹2,50,000/- (Two Lacs Fifty Thousand Indian Rupee Only) with the application form and company's official documents. This purchase of initial stock doesn't include the administrative or legal attorney fee and government revenue stamp duties of any kind.

10.3 The RESELLER shall make an exclusive license fee of ₹55,000/- (Fifty Five Thousand Indian Rupee Only) for subscribing SUCPL Authorization.

11. SERVICE CLAIMS AND TERMS OF PAYMENT

11.1 The RESELLER shall submit claims for replacement or repair services completed by them, in accordance with this agreement, on a monthly basis.

11.2 The entire services performed during the previous month by RESELLER should reach SUCPL by 05th day of every calendar month via e-mail to the designated e-mail id of SUCPL and one claim request on company's letter head must be produced each time. The claim forms must be signed by the customer along with related documents shall be sent to SUCPL within 2 working days from the date of submission at RESELLER location. SUCPL shall process the claim report, registrations, approvals and intimate the compensation Claim Amount for the service to the RESELLER via e-mail by IST 00:00 hrs everyday. The RESELLER shall send the generated Invoices of allotment, delivery and depositing back of the products to inform SUCPL for the payment every calendar month.

11.3 Service Compensation, security deposits, registration amount and the refundable amount will stand rejected or cancelled with an immediate effect if the products/service subscription amount, logistics charges, accessory payments, cancellation refund, miscellaneous payments and other revenue collections from Reseller is not received by SUCPL within next 48 hrs from the receipt or transaction done at RESELLER. All said income and payments shall be transferred or deposited in the designated bank account of SUCPL directly and not through the account of Authorized Distributor. Service Claim will stand cancelled/rejected if supporting documents such as application or claim form, registration form, applicant's KYC, product's images and relevant

charges are not received by SUCPL by within a maximum of 7 working days. Service Compensation Claim will stand cancelled /rejected if the Invoice found forth or tempered.

11.4 SUCPL will make the payments for the claim invoice sent by the RESELLER within 15 working days from the date of receipt of Invoice. Payment will be delivered by Bank transfer or banker's cheques only.

11.5 SUCPL reserves the right to modify the timeline, change the above defined service claim process for the betterment of the operation at its own discretion from time to time and may update in circulars at the information portal available at <http://www.SUCPL.com/service>.

12. STORAGE

12.1 The RESELLER shall be responsible for proper storage of any goods material in the possession of him, whether belonging to SUCPL or a customer. It is also the responsibility of the RESELLER, to obtain and keep in force, adequate insurance cover for the tools, jigs, gadgets, equipment and product goods material in his possession.

13. MODIFICATION

13.1 The RESELLER shall have no right whatsoever to make any modification, and/or to remove or add parts, tool and accessory to any of the new products or serviced one, which is under repair, without the written consent and approval of SUCPL.

14. OTHER CONDITIONS

14.1 The RESELLER shall keep full and proper records and books of accounts relating to the provision of sale, trade and services. SUCPL or its authorized distributor or its official representative shall have the right during normal business hours and without reasonable notice, to inspect and to take copies of such books of accounts and carry out stocktaking of updated purchase, inventory or used and returned or damaged goods and accessories and other material required for the provision of the trade, sale, service or business promotion of any kind.

14.2 The RESELLER shall indemnify SUCPL against any losses, liabilities, obligations, damages, costs and expenses, consumer forum cases, etc. arising out of the RESELLER's or its sub-agents or employee's failure to 'comply' with the terms and conditions of this agreement, or even its failure to properly and safely 'perform its obligations' under this agreement.

15. TERMINATION OF AGREEMENT

15.1 This agreement is valid till [[Expiry Date]].

15.2 This agreement can be extended for a further period decided by SUCPL, if mutually acceptable to both the parties. Acceptance shall be subject to payment of renewal fee by the RESELLER to SUCPL, and any renewal of this agreement shall be put in writing.

15.3 Either party can terminate this agreement by giving three month's notice in writing to either party. In the event of such termination, neither party shall, because of termination, be liable to the other for any compensation, reimbursement or damages.

15.4 Irrespective of the preceding paragraph, SUCPL has the right to terminate this agreement if the RESELLER is in breach of its obligations under this agreement, and has failed to remedy such breach within fourteen days after having received written notice of such breach.

15.5 SUCPL has the right to terminate this agreement immediately, if the RESELLER ceases to work in the trade business, or, if the RESELLER files for bankruptcy/liquidation, or, if the ownership-of the RESELLER is materially altered.

15.6 Upon termination or expiration of this agreement, SUCPL shall be relieved of any obligation to make any further deliveries hereunder, and may also cancel the RESELLER's unshipped orders for products, spares, material, accessories, irrespective of previous acceptance of order by SUCPL.

16. PAYMENT

The RESELLER shall always make advance payments for the purchase of goods or any other item, for the purpose of providing services to the customers and consumers of SUCPL.

17. CONFIDENTIALITY

17.1 The RESELLER shall hold and keep safe in confidence, all information disclosed to it by SUCPL, which shall be deemed to include technical and commercial information relating to HARMONICA® business, facilities, products, techniques, ventures, upcoming products, promotions and processes, in the form of oral disclosure, demonstration, device, apparatus, model, sample of any kind, computer program, magnetic medium, document, specification, circuit diagram, or drawing, including but not limited to information of a general nature or information not necessarily in the form as that applied to wireless telecommunication systems, which or whatsoever reason is propriety to SUCPL (hereinafter referred as "information"), except that such protection shall not extend to information which is in public domain (unsecured), other than by breach of this agreement.

17.2 SUCPL have the right to claim compensation and the RESELLER agrees to indemnify and hold SUCPL harmless against loss and damages caused by the breach of the provisions of the preceding paragraph by the RESELLER or his sub-agents or Employee.

17.3 The obligation under this article shall bind the parties for the period of the validity of this agreement and two year thereafter and they will survive any cancellation or termination of this agreement.

18. NON-ASSIGNABILITY

This agreement shall not be transferred or assigned without prior written consent of SUCPL and such consents shall not be unreasonably withheld.

19. CERTIFICATION AND RECERTIFICATION

Prior and during the period of this agreement, SUCPL shall audit the RESELLER for the following, requirements:

Proper infrastructure as described in the ARP Eligibility Exhibit described below and such quality of standards has to be proper as described in **Annexure-3B**.

- (A) At least one qualified and competitive representative.
- (B) Records of all salea and services done during past one year.
- (C) Proper participation in business promotional activities and business development assignments.
- (D) Availability of stock value equal to the initial purchase value for the repective renewal year.

20. GOVERNING LAW AND ARBITRATION

20.1 Any difference or disputes arising out of this agreement shall be settled by an amicable effort by both parties to this Agreement. An attempt to arrive at a settlement shall be deemed to have failed as soon as one of the parties notifies the other party in writing, of the same.

20.2 If any attempt at settlement has failed, the disputes shall be finally settled under the Rules of Arbitration of Indian Business Law.

20.3 The place of arbitration and other prosecution shall be at New Delhi in India. The procedural law of this place shall apply where rules are silent.

21. INTELLECTUAL PROPERTY RIGHTS

21.1 The RESELLER agrees that it will neither, in any manner, use HARMONICA® Logo's, HARMONICA® or SUCPL logos, Venture or product Logos, trademarks, service marks, or any imitation or variant thereof, as a part of the RESELLER's trade name or company or firm name, nor grant permission for such use, to any of its subsidiaries, affiliates, agents, or representatives.

21.2 The RESELLER shall not remove, alter, hide, alter, or obliterate any trade mark appearing on the products and shall also not have the right to use any of HARMONICA® or SUCPL original trademark on any product, or in any advertising or sales promotion, which might mislead or deceive the public or might be detrimental to the trademark, service mark, goodwill and reputation of HARMONICA® or SUCPL or Venture and their services, except in a manner where authorization is provided by this agreement or a separate publication may update time to time in circulars at the information portal available at <http://www.SUCPL.com>.

21.3 Without the prior written consent and approval of SUCPL, the RESELLER shall not have the right to institute proceedings for infringement of any trademark or information which it is permitted to use under this Agreement, or institute proceedings against a competitor for unfair competition or improper use of trademarks, or incur costs or obligation on behalf of SUCPL.

21.4 The RESELLER shall not during this agreement or thereafter, use any of HARMONICA® trademarks or service marks or any word likely to be confused with any such trademark, or service mark, either alone or in combination with other words. In the event that the RESELLER should acquire in India or elsewhere, any right in any trademark, service mark, which SUCPL owns or which originated with HARMONICA® or SUCPL, it shall by request from S.U. Creation Pvt Ltd, immediately assign such rights including the goodwill associated therewith, to SUCPL.

21.5 The RESELLER shall not purchase any product or accessory that it knows infringes the Patents or other Intellectual Property Rights of HARMONICA® Specifically and without prejudice to the foregoing, the RESELLER shall not store, market, offer for sale, or otherwise commercially exploit any Patent or Intellectual Property specifically meant for products covered by this agreement, unless HARMONICA® or subsidiaries thereof, supply them to the buyer.

21.6 If the RESELLER refuses or neglects to keep and perform the provisions of this clause, it shall reimburse SUCPL for all reasonable costs, legal fees, or other expenses incurred by HARMONICA® or SUCPL in connection with litigation required for having the RESELLER comply therewith.

21.7 The RESELLER agrees that violation of any provision of this clause shall constitute just-cause for immediate termination of this agreement by SUCPL. The obligation of the RESELLER under this clause shall terminate the entire services under this agreement. The RESELLER's right to use any of HARMONICA® trademark, information or service mark, shall terminate upon expiration of this agreement.

22. RATIFICATION

Signed for and On behalf of:
S.U. Creations Private Limited

Signed for and On behalf of:
M/s [[Company Name]]

SEAL of SUCPL

SEAL of Authorized Person RESELLER

Annexure-1

Designated Territory

Allocation of Designated Territory

[[Agreement Date]]

[[Company Name]]

[[Address]], [[City]], [[State]]-[[Pin Code]]

Subject: Allocation for trade territory for Authorized Reseller Program under Harmonica®.

Dear [[Contact Person]],

You have been allocated the trade territory for Harmonica® project of S.U. Creations Private Limited to be performing as Authorized Reseller Program. This territory shall be covered of [[Territory]] under territory of [[City]] in States of [[State]] in India inclusive of E-Commerce sales or trade and assigned areas for developing consumer base in the structure table given below:

Locality	Territory	State of India
[[Territory]] **	[[City]]	[[State]]

Licensed territory for marketing and sales operation within the locality said above in the table from the central point of **[[Territory]]**, in **[[City]] in the States of [[State]]** which is as measuring from the given below geographic information provided by the Authorized Reseller.

Above said market area shall be activated for execution after getting physical certificate of authorized reseller as described in the agreement. All promotional activities and installation of branding etc shall start after successful delivery of initial order under this agreement. Transfer of the market place as execution shall be subject to the cancellation of this agreement or termination of the service or merging consumer base with similar licensees.

Sincerely,

S.U. Creations Private Limited

Authorized Signatory

Annexure-1A

Trade & Compensation

S. U. Creations Private Limited (SUCPL) shall compensate the ARP (Authorized Reseller Partner) only for completing various tasks; invoicing & billing are as given below:

1. ARP shall be paid a sum of 10% of the invoice value (excluding tax) for all the retail trade whether counter sale or cold call sale within his designated licensed territory.
2. ARP shall be paid a sum of 12% of the invoice value (exclusive tax) for all the retail trade to corporate or institutional sale whether as counter sale or cold call sale or from any other tangible way of physical trade or by doing traditional or digital marketing within the permitted territory.
3. ARP shall be paid a sum of 8% of the invoice value (exclusive tax) for all the bulk orders placed before the SUCPL for all type of sales in the cross territories within India where no territory is assigned to any ARP or to the distributor on the date of billing/order.
4. ARP shall be paid a sum of 15% of the invoice value for all the orders placed before the SUCPL for any retail or corporate or institutional sale or trade outside India.
5. ARP will get paid a sum of Rs.550/- for every replacement of product is approved by SUCPL and this amount shall be reimbursed against credit notes favoring ARP's account with SUCPL.
6. ARP will get paid a sum of Rs.250/- to book any aftersales service order of any products which is liable for aftersales service or carries repair guarantee or service warranty.
7. May such promotional or seasonal profits or income shall be applied from time to time and will also be updated in the agreement on its next revision or simply by issuing a notification of such promotion with its schedule of execution and charges to be paid by SUCPL.

For S. U. Creations Pvt Ltd

Authorized Signatory

Annexure-2

Designated Products & Services

{ARP Operations}

The ARP (Authorized Reseller Partner) will work under S. U. Creations Private Limited directly or through Authorized Distributor within the territory defined and to provide trade service for the below listed Products & Services, irrespective of where the end user has purchased or subscribed for the product(S).

Products

1. Musical Instruments
2. Musical Instruments Care Products
3. Musical Instruments Attachments
4. Musical Instruments Accessories
5. Electronic Musical Instruments
6. Electronic Musical Attachment
7. Electronic Equipment for Music
8. Care and Carry Cases etc for Musical Instruments

More products may update/add or revise as per company's guidelines or requirements.

Services

1. Do promotional campaigning of Harmonica® products.
2. Retail trade and sale of Harmonica® products
3. After sale service of Harmonica® products

More services may update/add or revise as per company's guidelines or requirements.

For S. U. Creations Pvt Ltd

Authorized Signatory

Annexure-2A

Turn Around Time

{ARP Operation}

The ARP (authorized Reseller Partner) shall undertake TAT (Turn Around Time) as per different services described herein. TAT is defined as the time taken between the Task Start and Task Complete of Services by the ARP, and the time at which the Services are deliverable.

Routine Working Time

As per SUCPL guideline all the ARP are authorized to serve by following given below guidelines.

1. The daily routine working time in coordination with SUCPL shall be from 09:00 Hrs and will be end at 18:00 Hrs according to the Indian Standard Time. (May the online work and communication shall be done in time on the provided CRM or on the server through remote access)
2. The routine recess period will be round the clock according to Indian Standard Time.
3. The backend sales and service support weekly off day will be on every Sunday in the English calendar.

Counter Sale & Stock

4. The ARP is authorized to sell all designated products of Harmonica® from its counter by the only way permitted in the agreement. The ARP must clear or update the stock with SUCPL for each product within the period of six month for every purchase. Any unsold product which is not updated in the CRM will be considered as sold by default from the date of its delivery to the ARP.

Retail Trade Sales Processes

ARP shall follow the given below guidelines for processing different tasks.

5. That every product sold by the ARP by any permitted mode of sale must be updated in the CRM everyday by the 23:30Hrs. Any product or item found unavailable in the stock of the ARP on SUCPL inspection shall be considered at sold on the delivery date itself or as per the sales record maintained by the ARP and found correct at the time of such inspection, if any.

Product Repair and Replacement

6. SUCPL authorizes ARP to serve after sales service for the Harmonica® products to all it's customer irrespective of to whom the ARP have sold the goods. The ARP must entertain every customer comes for the Repair or Replacement of the repaired product and has to lodge his request by uploading data into CRM in the presence of the customer at the same time and such faulted or damaged units have to be sent back to the SUCPL upon direction at the designated repair or replacement centers.

7. That the damaged or faulty products have to be dispatched within 48Hrs from the date of booking and the shipping details for the same must be uploaded in the CRM within the same time frame.
8. The ARP has to deliver the repaired products or a replacement only after approval of SUCPL and the replacement or repaired product has to be returned to the customer within 48Hrs from the date of receipt. The ARP is free to arrange a safe home delivery of the product to the customer only when the customer approves and charges the customer for the delivery and handling charges only after written approval from the customer.
9. No product sale shall be marked as cancelled or void in the CRM without approval for the same from SUCPL. No pending invoice of corporate or institution can be written off without written consent and online approval of SUCPL.
10. All orders booked for an out-stock product must be punched in the CRM within 24Hrs from the receipt of booking amount or the order confirmation from the customer.

More assignments may revise time to time in this annexure with prior notice of SUCPL with its sole discretion.

For S. U. Creations Pvt Ltd

Authorized Signatory

Annexure-3

Documents for Proof

{ARP Operation}

The ARP (Authorized Reseller Partner) must maintain the books and records of the activities related to the Promotions, Sale, Trade and Service from time to time as governed by SUCPL. The ARP shall be compensated only for the tasks or assignments completed and approved strictly against such evidence of records and authenticity as described herein.

Proofs from Customer for After Sale

1. The ARP have to take any proof of Identity and address (Any Two)
 - (A) Original purchase bill or invoice
 - (B) Voter's Electoral Card
 - (C) Passport
 - (D) Driver's License
 - (E) Permanent Account Number
 - (F) Aadhar Card

Proofs for Authentic Repair or Replacement

2. Proof of Authenticity and warranty eligibility
 - (G) Original purchase bill or invoice
 - (H) Proof of untampered UPSC (Unique Product Serial Code) embed in every product
 - (I) Product barcode label of authenticity
 - (J) No breakage, No Cracks, No Punching, Rough Usage, Heavy Dirt, Water marks
 - (K) No signs of out repair or any unauthorized attachment or accessory applied

Book Keeping of ARP

3. Several records have been kept and maintain by the ARP in his custody at the business premise related to the sale of the products sold and or replaced or booked for the replacement etc.
 - (L) A copy of bills or invoice of all sales duly signed by the purchaser or customer with receiving on the delivery challan.
 - (M) List of available stocks of goods in the CRM account
 - (N) All record of shipping, delivery and receipts of good for the whole financial year till the 30th September of every English calendar year.

Such document for proof may be asked later as per the schedule structure of SUCPL or as per the consumer services guidelines supplied by government and update time to time.

For S. U. Creations Pvt Ltd

Authorized Signatory

Annexure-3A

Trade Promotions

{ARP Operation}

ARP (Authorized Reseller Partner) is entitled for various trade promotional material and activities which are as follows:

1. Interior & Exterior branding (ARP Center)

- 1.1 Every ARP will be provided with a Glow-Sign board to promote the brand Harmonica® duly mentioned Arion as authorized reseller. Size of the Glow-Sign board shall be approved by the SUCPL and must be in proportion with a maximum width of 12 feet.
- 1.2 Interior wall decal digital shall be provided displaying art work or Harmonica® products and promos and must be in proportion or can be customized design with a maximum display size of 100 Sq. Ft.

2. Digital Promotion

- 2.1 The ARP will be provided a space in the corporate website of Harmonica® to be listed as Authorized Reseller duly by declaring the territory, contact details etc.
- 2.2 The ARP will be listed as verified reseller of Harmonica® on the Google Business to locate and navigate easily on map as well as to help locals to find business from nearby in the particular category.
- 2.3 ARP's retail shop will be provided with an official email address to cater the corporate, government and institutional trade channel.
- 2.4 ARP shall be provided with official introductory newsletter service as per following (A) 1500nos for Category A city, (B) 1000nos for Category B city, (C) 500nos for Category C cities and towns.

3. Promotional & Business Stationary

- 3.1 ARP shall be provided with printed price list 200nos on enrolment and thereafter 100nos every time with an order above Rs.50,000/-
- 3.2 ARP shall be provided with printed product catalogue 200nos on the enrolment and thereafter upon request and approval from SUCPL based on the present and expected volume of business.
- 3.3 Standard official 500nos business cards to distribute to the walk-ins and to use with other marketing visits or corporate communications etc.
- 3.4 Standard official 200nos letter head to be used for corporate communication, quotation, service etc.
- 3.5 Seasonal flex banners and/or standee and/or scheme-based brochure and pamphlet.

4. Social Marketing

4.1 ARP shall be provided with creative art work to promote on social network and the SUCPL shall be provided paid social marketing to create presence and to promote sales.

4.2 Geographical ad promotion shall be provided to the ARP by the SUCPL in tier-1 and tier-2 cities.

5. E-Commerce and Distant Sale

5.1 The ARPs shall be authorized not to accept E-Commerce orders but the E-Commerce orders received by SUCPL in the concerned territory of ARP shall be procured from his inventory and such orders will be dispatched and delivered by the ARP centers.

5.2 In case of any online or offline retail order from the concerned territory the ARP shall be authorized to cater the lead and to complete the orders duly compensated in the eligible slab.

May such part or this exhibit may need an update or revision time to time which shall be upgrade or add-on as per prior notice of HARMONICA®.

For S. U. Creations Pvt Ltd

Authorized Signatory

Annexure-3B

Standards of Venture {ARP Operation}

SUCPL has designed the different structures for completing many tasks to be done correctly. Such standards must be followed strictly to keep the working pattern up to the mark as it is designed for execution.

1. Standards of Accountancy

The ARP (Authorized Reseller Point) has to maintain all sales, stock, purchase, replacement, quotations, invoices, challans, etc shall be created and maintained in the CRM provided by SUCPL.

2. Standards of Shipping

ARP has to follow the shipping standards and guidelines for the packaging of goods, labeling, making transport ready, cushioning, wrapping, protection etc and this may update from time to time.

3. Standard of Communication

(A) Oral/Telephonic: While communicating with company or with its officials orally or telephonically choice of language must be English or Hindi language only. All oral or telephonic consents have to make in the favor of its responsible or designated person as described in the escalation of contact.

(B) Written: While communication through regular mail, post, courier, fax or forms must be written in English or Hindi language.

(C) Electronic Texts: While communication through electronic mail, fax, forms, support ticket, CRM input, Chat, messenger etc must be written in English or Hindi language.

This document of such part of this document may update time to time as per Harmonica® guidelines and it may revise with prior notice of S. U. Creations Pvt Ltd.

For S. U. Creations Pvt Ltd

Authorized Signatory

Annexure-3C

Invoicing, Payments & Charges

{ARP Operation}

All costs relating and FOCT (Free of Cost Transactions) venture services will be invoiced to end-users. The service charges for Processes, Services or Subscription will be charged as given herein. The ARP shall not be reimbursed for the services/workmanship rendered for such non-listed or non-authorized assistance/product/services.

1. Invoicing

ARP has to produce an Invoice for every official transaction where is a matter of money or assets on the behalf of company.

- (A) An invoice shall be produced to CSC or Sub-Agent each time of allotment or distribution of assets of the company such as; Merchandise, Branding material, promotional literature, print media, different type of forms, any equipments, products, demonstration units etc.
- (B) An invoice shall be produced to CSC while submitting back anything which was allotted against an invoice.
- (C) An invoice shall be produced to customer or consumer while allotment or receiving back for submission against such CAF, equipments, cards, welcome kit, electronic products, subscription payments, membership fee, rental payments, taxes, late payments, surcharges, refunds, security deposits etc.

2. Payments

- (A) ARP has to collect the payments from Sub-Agents, CSCs , customers, members or consumers under this agreement. Amount of the payment will be governed by HARMONICA® and may revise time to time.
- (B) ARP has to pay all the collective money, funds and fees to HARMONICA® as governed for different payment model.
- (C) ARP will be getting his income and royalty related payouts as per monthly basis and the first payment will be generate after three months from the execution starting date and there after payments shall be drawn on monthly basis.
- (D) Royalty income shall payable as per monthly basis and that will be deposited as EMI of SIP (Short-term Investment Plan) or ULIP (Unit Link Insurance Policies) in the favor of ARP. These investment plans will be offering by our registered investment advisor. Making an investment of royalty will be subject to realization and request; you also have an opportunity to withdraw your royalty without earning interest through reinvestments.
- (E) All payments to ARP will be paid through banker's cheques or through EFT (Electronic Fund Transfer)

3. Charges

ARP has to allow company to deduct several types of applicable charges from their income or profits or from deposits at the company. These charges shall be applied as financial surcharges, administrative processing, surcharges of bank, charges of income tax, charges of service or value added tax, charges against such surcharges of transit, charges of legal duties paid by company, charges of central excise etc. All said charges or the charges which are applicable shall be paid by the ARP.

May such invoicing methods, payments or charges will be revising time to time and it shall update through prior notice of HARMONICA®.

For S. U. Creations Pvt Ltd

Authorized Signatory

Annexure-4

ARP RELEASE OF LIABILITY

{ARP Operation}

In consideration of being permitted to participate as an Authorized Reseller Partner, this Annexure for ARP Release of Liability is executed on this **[[Agreement Date]]** by **[[Company Name]]** (the "ARP") in favor of S. U. Creations Private Limited, its divisions, ventures, activities and programs (hereafter collectively "SUCPL").

1. That the ARP would like to participate as a Franchisee under Authorized Reseller Partner program of S. U. Creations Private Limited against such commissions or compensation or expectation of profits but without any promises from SUCPL.
2. That the SUCPL, release ARP from such liability which may arise from customer or consumer activities for SUCPL.
3. That the ARP, understand and acknowledge that this Release discharges SUCPL from any liability or claim that ARP may have against SUCPL, with respect to bodily injury, case of fire, illness, death, natural disaster, theft, robbery, litigation or property damage that may result from ARP participation with SUCPL.
4. ARP is an authorized reseller and has the authority to promote, sale, trade Harmonica® products and to cater corporate or institutional business against compensation on concluded sale of products sold by SUCPL.
5. Therefore, in consideration of the foregoing and the mutual provisions hereinafter set forth and for other good and valuable consideration and intending to be legally bound hereby, the parties hereto agree as follows:
 - A. The ARP shall comply with the designated territory allotted by SUCPL and all rules applicable to the Agent's solicitation of rental products, and all rules, policies, procedures, and standards which are provided to the ARP by SUCPL.
 - B. The ARP shall conduct white label sale and/or service of solicitation which are duly submitting with complete required documents to the SUCPL through CRM or by the way of any other permitted source.
 - C. The ARP shall complete pre-contracting or appointment paperwork with the ARP prior to soliciting the agreement, as required.
 - D. The ARP shall not alter, modify, waive, or amend any of the terms, rates, fare or conditions of any advertisement, brochures, applications, policies, contracts or other material provided to the ARP by SUCPL. The ARP shall not create forward any information in full or parts which is not shared by SUCPL.
6. The SUCPL agrees to indemnify and hold harmless ARP against any and all claims for Repair or Replacement under warranty deposited and approved by SUCPL. Notwithstanding the foregoing, the ARP shall not be reimbursed for any incomplete or inappropriate task whether related to sales or after sales with an error founded at ARP level of workmanship or such technical or legal errors or till suspend of the task.

7. The SUCPL agrees to pay to ARP all commission of sales for direct and indirect sales as per designed payable commissioning slabs described in the ARP Exhibit. The ARP agrees that any applicable taxes' fees & maintenance or instrument charges associated with the collection or payment segment shall be the responsibility of and shall be paid by the ARP.
8. ARP certifies that he or she or any of ARP representative has never been convicted of penal or felony involving dishonesty or breach of trust; or if so, that the ARP has to be approved by the SUCPL Supreme Administrator for granting permission to work in the Authorized Reseller Program.
9. The ARP will not use any misrepresentation, mislead the SUCPL as well as the customer or use of improper information, i.e., officially unidentifiable information, including the identity information of the customers, applicants or consumers, incomplete documents that are not proper or immature impression, wrongful, about individuals who seek to obtain or obtain rental products and/or services through SUCPL. The ARP will not use or approve, or permit any of its officers, employees, agents or representatives to use or generate fake information underwriting, administering claims, or otherwise servicing the consumer or customer transaction requested or authorized by the consumer or customer; or as otherwise restricted under the terms and conditions of several agreements with ARP or its agents or with customer or consumer. The Agent will establish appropriate standards for safeguarding Protected Information within the ARP control, i.e., the ARP will follow the internal security checklist and guidelines provided by SUCPL and update time to time.
10. The claim against business promotion or repair or replacement shall be terminated by SUCPL on all the application which are not uploaded to the SUCPL centralize server within 24 hrs from the time of application. All completed tasks shall reach SUCPL through registered mail, or courier to the last known address of the SUCPL; provided by SUCPL and may update time to time.
11. This Annexure can only be amended and modified by a written instrument properly executed by ARP and an authorized officer of SUCPL.
12. That ARP fully aware and understand that as a licensed ARP has a responsibility to completely understand the products, commission schedules, commission chargeback provisions, and other pertinent features and benefits pertaining to the companies and products that ARP contract with and to properly solicit these products to its agents or customer or consumers in accordance with the terms and conditions of ARP license.
13. Improper or wrong claims: ARP has to assure SUCPL through its verified process developed by the SUCPL each time before submitting the claim of customers for any product sold anywhere in the desired designated territory. ARP will be liable for all losses, expenses and dues if found improper of wrongful act or improper or loose task. Either misleads or misrepresentation innocently shall not be subject to realization and will be breach of law and governing of SUCPL if found that would be a sole reason of immediate cancellation of ARP license or for no other reason whatsoever.
14. Theft or Lost of Assets:
 - A) **Theft & Loss by the ARP:** In case of loss or theft of assets or products, ARP has liabilities to pay to SUCPL for getting release of liabilities. In case of loss or theft of assets of SUCPL provided to ARP and to its sub-agents or employees, such as Music Instruments, Promotional Material, Demonstration Products, Introductory Products, electronic products,

tools & Gadgets, machinery, equipment, all available stock of attachment and accessory products at premise, Payment Terminals, and other processing electronic gadgets etc shall be liable to ARP only. SUCPL suggests its all ARP to keep their stock insured and in well security. In such cases of loss or theft of the above said articles SUCPL shall be paid within maximum of 30 days from its action.

- B) Theft & Loss by Customer or Consumer:** If the customer or consumer lost any SUCPL product under their possession or in case of theft, ARP has no liability against such losses happened at third party end and exceptional found cases are subject to investigation.

15. Fraudulent by Customer and Consumer:

- A) Misrepresentation:** If the customer or consumer produces wrong or improper or invalid documents with the purchase order or order application, ARP shall not accept or approve these applications. ARP has to follow all the provided guidelines to verify the case and shall only process the applications after completing the process as governed by SUCPL under this agreement. In case of approval to any improper or incomplete application, ARP is liable to pay against the losses to SUCPL if found or done.
- B) Demonstration:** ARP is not authorized to avail the products or goods for live play or demonstration outside the retail facility or ARP Center.

16. Unauthorized Possession or Access of Products or Services:

- A)** ARP agree and understand that all purchase leads provided to SUCPL must only be used to sell the products through the same ARP Contracted with SUCPL. ARP also agree and understand that if ARP use to recruit more agents than approval, SUCPL may terminate the contract with the ARP and may recover all commissions earned on such sales and recruits from markets or such sub-agents.
- B)** ARP is liable for unauthorized use of the products provided as demonstration units, or available products in the schedule stock, products from circulation, products in transit hold at ARP center, products in transit while depositing back to the company. SUCPL shall charge the ARP for this type of unauthorized usage and such penalties may also apply to the ARP.

ARP agrees to make commercially reasonable efforts to promote the business and sales leads to SUCPL on a regular basis as long as ARP in compliance with the terms of this agreement.

ARP may terminate or suspend his participation in the Authorized Reseller Partner Program upon written notice to SUCPL, any time after six months with causes. ARP understands that it is obligated to pay for all sales leads, orders or repair & replacement receipt at the ARP center through Authorized Distributor or directly to the SUCPL.

This agreement may be amended only in writing, signed by both ARP and an authorized signatory of SUCPL. This agreement shall be governed by SUCPL, without regard to conflict of laws principals. ARP agree to submit to jurisdiction at New Delhi, in India and that the sole forum for any dispute arising out of or relating to this agreement or SUCPL relationship with ARP shall be in the jurisdiction of Delhi at Delhi in India.

For S. U. Creations Pvt Ltd

Authorized Signatory

Annexure-4A

Transit & Transactions

{ARP Operation}

There will be several types of transits and transaction activities will be done at or through ARP (Authorized Reseller Partner). No work will be completed by doing such important transits or transactions which are as described below:

In the ARP operation there will be different kind of transits get done. These all transitions have to be done as it's governed by SUCPL and the things at any middle level shall be known as transit.

1. Transit while receiving or sending something to the SUCPL or its offices hereinafter called as "Dispatch"
2. Dispatch will be called to all physical transactions of promotional material, merchandise, official stationery, forms, applications, equipment, gadgets, products etc.
3. All dispatch shall be done in a proper manner as per its governed guidelines time to time which are provided in the CRM.
4. All type of exchange of information such as information of product stock, consumption, customer data, data of booking, sales, membership, cash in hand, payments on hold, request for products, complains, suggestions only shall follow an electronic transaction method governed by company and may update time to time.
5. Any official discussions shall be done only electronically written through a certified and governed medium, no such oral or telephonic vocal guidelines, update and promises.
6. All transactions while dispatch, post, courier, electronic, telephonic shall me as per governed standards under this agreement.

For S. U. Creations Pvt Ltd

Authorized Signatory

Annexure-4B

Service & Product Carriers

{ARP Operation}

ARP (Authorized Reseller Partner) carries different kind of products and service activities which shall be covered by this agreement. May such other available products or services or upcoming products and services of the company may add later or revise.

1. Promotion of S. U. Creations Pvt Ltd and its brand Harmonica®
2. Promotion and sale of Harmonica® products, accessory, attachment etc
3. After Sales Service of Harmonica® products, accessory, attachments carry warranty.
4. Membership and subscription of Harmonica® Artist Privilege Program

For S. U. Creations Pvt Ltd

Authorized Signatory

Annexure-4C

Interior & Exterior Branding

{ARP Operation}

S. U. Creations Private Limited will be provided for the branding and promotional activities done at ARP (Authorized Reseller Partner) center for serving the customers better. There brandings can contain electronic, printed materiel, functional objects, and the ARP shall not get paid for any supply or payments for its power consumption or installation etc. Purchase of products, equipment and gadgets shall be paid by the ARP time to time as governed by Harmonica®.

1. One Barcode/QR/Rfid/NFC Scanner
2. One ARP-OSV Seal
3. One Glow-sign Board
4. One Wall Decal digital creative
5. One GSM mobile connection with corporate number
6. One ARP certificate frame wall hanging

May some other material shall be offered to ARP against such security amount. Revision or exchange of the installed equipments and gadgets shall be paid by the ARP only.

For S. U. Creations Pvt Ltd

Authorized Signatory

Annexure-4D

Discounts & Credits

{ARP Operation}

As ARP (Authorized Reseller Partner) has a main role in the whole stream of work under this agreement, each ARP has to be well versed to serve SUCPL for Harmonica® therefore ARP is provided with some credit and discounting service as described herein below;

ARP Discounts

1. ARP who will hang the Glow-Sign board of Harmonica® will get 1% extra discount on purchase other than any regular discount or commission offered to them.
2. ARP refers another ARP within India will stand eligible for a lifetime 1% extra discount on all purchases.
3. ARP gets 1% discount under Digital-India movement for making 100% advance payment through net banking by using RTGS/NEFT/IMPS etc.

ARP Credit

1. ARP shall be eligible 200% amount of the security deposit with SUCPL. This credit facility shall be interest free and carries 30 days to clear the dues from the date of billing irrespective of other dues on credit from the balance credit limit.
2. No credit scheme shall be given to the ARP who have not obtained the credit facility by depositing the security amount as minimum as Rs.50,000/-.

For S. U. Creations Pvt Ltd

Authorized Signatory

Annexure-5

Data Formation & Information {ARP Operation}

The ARP (Authorized Reseller Partner) shall submit computer-generated information and Data reports to SUCPL through CRM and email etc that capture several types of transactions and information of customer-service-data, in computerized online formats governed by SUCPL and shall update time to time.

All the collective data information of the customers, products, applicants through their application forms, complaint letters, claims, bills, invoices, suggestions, queried, part orders, allotment orders, consumption, collection of payments, quotations, in hand assets and funds, collected documents and proofs, stock information etc shall be maintain through designated electronic mail account as well as all financial activities and information shall be supply and update through provided CRM account.

A unique ticket number shall produce each time while requesting or providing any information to the company. Information of authenticity may also produce all time while logging into electronic accounts or to access electronic administration sectors established into control panel or in the CRM.

For S. U. Creations Pvt Ltd

Authorized Signatory

Annexure-5A

Formats in Physical {ARP Operation}

In the ARP (Authorized Reseller Partner) program SUCPL require some physical formats of such document, applications or information which are as given below:

1. A physical copy of all sales tax invoices shall be submitted by the ARP against all sales for internal audit and to validate the service warrantee.
2. A physical as well as electronic scanned copy of the proofs provided by customers or consumers shall supply on regular basis. All scanned copies in electronic format shall supply physically in compact digital disks and hard copies of all documents and proofs said above shall also be submitted to the SUCPL duly signed and stamped.
3. All monthly service repair or replacement claim for the reimbursement or compensation shall reach SUCPL in electronic as well as physical sing and stamped format along with the products sent for the repair or replacement.
4. All warranty cards and delivery challans issued to the customers have to be sent in physical format to the SUCPL for their validation.

May such formats may update or revise or such other new formats may add to this agreement upon prior notice of SUCPL.

For S. U. Creations Pvt Ltd

Authorized Signatory