

MEMORANDUM OF DEALER

This Memorandum of Understanding is executed at Bangalore on..... Day
of.....2008.

BETWEEN

M/s. SRAN DATAMATION, a Partnership firm, registered under the Companies Act, and having their registered office at **AMBLIPURA VILLAGE, BELLANTHUR GATE, SARJAPUR ROAD, BANGALORE – 560034** carrying on business of providing **Data Entry Outsourcing**, herein after called the "**FIRST PARTY**".

AND

M/S. having their residence (office) at(and carrying on business of), Director/Partner, Mr./Mrs herein after called the "**SECOND PARTY**" (**AUTHORIZED DEALER FOR** _____).

TERMS OF MEMORANDUM OF UNDERSTANDING

1. **M/s. SRAN DATAMATION**. are the developers and owners of various products and have the absolute title, right and interest over the products.
2. First party has the right to appoint authorized distributors in Karnataka states, union territories, metro and major cities and towns to successfully market the premium products. Also for Tamil Nadu Authorized Franchisee **M/s. VIJI DATA PROCESS, 9-S.P.S.Colony, Rakkiyalayam Road, Nallur Post, TIRUPUR-6**, has the right to appoint authorized dealer in All over Tamil Nadu, Pondicherry Union and all major cities and towns in Tamil Nadu.
3. Second Party approached to **M/s. VIJI DATA PROCESS** first party's Franchisee of Tamil Nadu expressing their willingness to take up marketing in the area of authorization as a marketing associate.
4. First party's Tamil Nadu Authorized Franchisee **M/s. VIJI DATA PROCESS** explained the proposal in detail to second party and the second party having thoroughly understood and analyzed the terms and conditions, business benefits & risk factors etc. before accepting the proposal. Both parties have agreed to follow the terms and conditions mutually agreed upon by them.
5. All the Sub-Distributors / Dealers / Sub-Dealers in the area of authorization will work under the Tamil Nadu Authorized Franchisee of **M/s. VIJI DATA PROCESS**.

NOW THIS MEMORANDUM OF UNDERSTANDING (MOU) WITNESSETH AND IT IS HEREBY UNDERSTOOD AND AGREED UPON AS FOLLOWS:

1) SCOPE OF WORK

1. During the tenure of this MOU, second party shall take all necessary steps to contact various parties, customers, whether individuals or firms and based on the requirements shall place order for the products with Tamil Nadu Authorized Franchisee **M/s. VIJI DATA PROCESS** from time to time. Based on the order from Franchisee, **First Party** shall place the required quantity to the Franchisee and they send to order through the Area DEALER to **Second Party** within the stipulated time, subject to availability.
2. Distributor during the period of this MOU shall market the PRODUCTS in the territory as agreed and as per terms specially set out herein.
3. **Second Party** shall not, at any time sell the PRODUCTS for the prices more than MRP fixed by **First Party**. For any reason if **Second Party** at any time fix or sell at a higher price, First Party shall have the right to terminate the agreement with immediate effect and can claim compensation / damages for the breach of contract.

2) COST OF ENROLLMENT :

DEALER'S COST OF ENROLEMENT :

Rs.15,000 needs to paid to Tamil Nadu Authorized Franchisee M/s. VIJI DATA PROCESS as Security deposit For TWO YEAR contract. This deposit will be the NON REFUNDABLE deposit for Company processing fee. At any cost deposit will not be refunded.

PROJECT - I (PER PAGE Rs. 35/-):

For 200 Pages Scheme the dealer get the margin of Rs.5,00/- for each client registration.

For 400 Pages Scheme the dealer get the margin of Rs.1,000/- for each client registration.

For 600 Pages Scheme the dealer get the margin of Rs.1,500/- for each client registration.

For 800 pages scheme the dealer get the margin of Rs.2,000/- for each client registration.

For 1000 pages scheme the dealer get the margin of Rs.3,000/- for each client registration.

PROJECT - II (PER PAGE Rs. 20/-):

For 200 Pages Scheme the dealer get the margin of Rs.300/- for each client registration.

For 400 Pages Scheme the dealer get the margin of Rs.700/- for each client registration.

For 600 pages scheme the dealer get the margin of Rs.1,000/- for each client registration.

For 800 pages scheme the dealer get the margin of Rs.1,500/- for each client registration.

PROJECT - III (PER PAGE Rs. 13/-):

For 200 Pages Scheme the dealer get the margin of Rs.200/- for each client registration.

For 400 Pages Scheme the dealer get the margin of Rs.400/- for each client registration.

For 600 pages scheme the dealer get the margin of Rs.600/- for each client registration.

The dealer will deduct the amount of marginal from the registration charges remaining amount will be handover to the Franchisee by cash or deposit his ICICI BANK ACCOUNT No. 615405048252 in the name of VIJI DATA PROCESS (Holding account in TIRUPUR ICICI BRANCH).

In future any of their client will get more than accuracy of 97% in Project –I, 98 & in Project-II and 99% in Project –III, of such clients total pages, the dealer get an incentive of Rs.3/- per page for the total number of pages. This amount will send along with the client payment to the dealer.

3) TERRITORIAL RIGHTS

Only the Tamil Nadu Authorized Franchisee **M/s. VIJI DATA PROCESS** has the right to appoint one or more Dealers in the region of .TamilNadu. The dealer not to right to appoint any sub dealer.

4) SUPPLY AND DELIVERY

PRODUCTS shall be supplied from Tamil Nadu Authorized Franchisee **M/s. VIJI DATA PROCESS** only.

5) GENERAL TERMS AND CONDITIONS

First Party shall not be held responsible for the risk of the investments of Second party in infrastructure and other facilities under the terms of this MOU. If they marketing through advertisement or any other method the cost will be only for the dealer's responsible and not for Franchisee or Company.

First Party has the right to withdraw any terms and conditions herein with prior notice to Second Party.

Second Party shall comply with statutory obligations like sales tax Registration etc. as Applicable in their State.

Second Party shall give statement of supplies made on monthly basis and also submit report of market response/suggestions to improve the features / PRODUCTS etc.

First Party shall provide adequate publicity, advertisement support and leads as deemed fit. Based on the performance of Second Party.

First Party shall organize Seminars in Co-ordination with second party in their territory to boost the sales, subject to feasibility.

At appropriate time First Party shall, based on the performance of AD, agree to consider marketing rights for other regions as well.

SRAN DATAMATION. shall not be liable under any circumstance for any indirect, consequential liabilities, losses, damages or business or business prospects. Any agreement entered into between AD and any individuals, firms or companies as the case may be shall not be binding on **SRAN DATAMATION** and Tamil Nadu Authorized Franchisee **M/s. VIJI DATA PROCESS.** under any circumstances. Under any circumstances this MOU shall not be assigned or transferred to any person firm or company directly or indirectly.

7) INDEMNITY

If any customer due to the misrepresentation of the **Second Party** pays any excess amount to **Second Party** and makes any claim with **First Party**, **Second Party** shall agree to absolve **First Party** of all consequence responsibilities and commitments.

8) TERMINATION

The MOU shall stand terminated in the following circumstances :-

- a. If the **Dealer** indulges in duplication or piracy of PRODUCTS or in any unethical business practice that would directly or indirectly jeopardize the business of **SRAN DATAMATION**.
- b. If the **Dealer** fails to fulfill any financial obligations as agreed from time to time.
- c. If the **Dealer** gives stop payment instructions towards any post-dated Cheque/Cheques.
- d. If the **Dealer** fails to strictly adhere to the Secrecy Clause mentioned above.
- e. In the circumstances other than that specifically mentioned above, this MOU shall be valid and will remain in force for a period of TWO YEARS and is not revocable, unless it is specifically agreed to be terminated for other reasons to be conveyed by intending party to the other on such terms.
- f. Termination shall be without prejudice to the rights of SRAN DATAMATION. to proceed legally against the Second Party both civil and criminal for claiming damages, compensation, penal damages and panel damages and penal interest for any unethical business practice and for bouncing of cheque /cheques.

9) DISPUTES

All dispute and difference of whatsoever nature arising out of this agreement whether during its terms or after the expiry thereof or prior to termination shall be referred to the sole arbitrator. The sole Arbitrator shall be a person to be decided by **First Party** whose decision shall be final on every matter arising therein. The venue of Arbitration shall be **BANGALORE** only and the competent court in **BANGALORE** alone shall have jurisdiction in the matter.

10) AMENDMENT AND ADDITIONS

If I am willing to cancel the agreement of dealership within the two years from the date of agreement I am not demanding my registration fees. Company having the right to cancel the agreement at any time, having the right to decide the refund of registration fees.

SRAN DATAMATION. hereby reserves the right to make any addition/deletion and or modification to this arrangement based on day to day development in the market conditions so as to make the terms and conditions more specific and fool-proof and safeguard the business interest of **SRAN DATAMATION**. as deemed fit in accordance with natural justice.

For SRAN DATAMATION.

For.....

Name:

Signature:

Authorized Signatory Company Seal: