**INTERNATIONAL DEALERSHIP AGREEMENT**

This agreement for dealership is executed on this …………. Day of ………….. between **XANIA HEALTHCARE PRIVATE LIMITED,** a Company incorporated under the Indian Companies Act 1956, having its registered office at C 304, Devnandan Desire, Opp AUDA Lake, Motera, Ahmedabad Pin 380005 (herein after referred to as the “**Company**” (which expression where the context permits shall include its assigns) and [name of the dealer] [description and address] (herein after referred to as the “**Dealer**” (which expression where the context permits shall include its assigns)

**AND WHEREAS** the Company is in the business of exporting and marketing the “Products” (as defined below) for sale and distribution, including sale and distribution of the Products in the “Territory” (as defined below).

**AND WHEREAS** theDealeris experienced in the sale, promotion, marketing, and distribution of products similar to the Products in the Territory has approached theCompany to represent as a Dealer in the territory, and is registered in the Territory for the sale of products similar to the Products.

**AND WHEREAS** the Company desires to formalize Dealer’s activities as the Exclusive Dealer for the Products, enumerated in Annexure-A to the present agreement, in the Territory on the terms and conditions of this Agreement.

**AND WHEREAS** the Companyagrees to grant to Dealer, and Dealer agrees to accept from the Company, the exclusive Dealer rights for the sale, promotion, marketing, and distribution of the Products, enumerated in Annexure-A to the present agreement, in the Territory on the terms and conditions of this Agreement.

**IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:-**

1. **DEFINITIONS**
	1. “Products” means **Company’s** food/dietary supplements, nutraceutical products under brand names **XANOFIT™ XANOFIZZ™ and ULTRAXAN™** enumerated in Annexure-A to the present agreement.
	2. “Territory” means **country name**.
2. **Agreement of the Parties**

**a.** **Appointment.** Subject to the terms and conditions of this Dealership Agreement, the Company hereby appoints and grants Dealer the exclusive right to sell and distribute the Products, enumerated in Annexure-A to the present agreement, to customers located in the Territory (the “Customers”) and to render such other services as a Dealer for the Company as and when requested by the Company, from time to time in writing. Dealer shall limit its activities with respect to the Products to Customers located within the Territory and refrain from selling or otherwise transferring, directly or indirectly, the Products to any person outside the Territory, without the express written consent of the Company. The Company shall not sell or otherwise supply, directly or indirectly, the Products, enumerated in Annexure-A to the present agreement, in the Territory except by sale through the Dealer.

**b. Relationship of Parties.** Dealer is an independent contractor and is not and shall not be deemed to be an employee, legal representative, general agent, joint venture or partner of Company for any purpose. Dealer acknowledges that Company has not granted it any authority to make changes to Company’s terms and conditions of sale, grant any warranties in excess of those extended by Company or limit its liabilities or remedies less than Company limits its liabilities and remedies, sign quotation, incur obligations (express or implied), or in general enter into contracts on behalf of Company or bind Company in any transaction with customers, governmental agencies or third parties.

1. **Term**

Subject to the other provisions of this Agreement, the period during which this agreement shall be in force shall be a period of three years from [date…] and after the initial term, the term of this Agreement may be renewed every two years for an additional two-year term by a writing signed by each party and acceptance of both parties unless the Agreement is terminated as provided in this agreement.

**4. Orders**

1. **Communication Pursuant to this Dealership Agreement and Orders.** Orders for the products shall be made by the Dealer to the company at [address…..] or to such other address as may subsequently be notified by the company and the company shall sell the products to the Dealers in accordance with those orders at such prices as the company shall from time to time fix.
2. The company undertakes to fulfill the orders of the Dealer for the products with all reasonable dispatch but shall not be liable in any way for any loss of trade or profit occurring to the Dealers in the event of delivery of the products being frustrated or delayed by strikes, riots, lockouts, trade disputes, acts or restraints of governments imposition of restrictions on exportation or from any other cause not within the control of the company.
3. The dealer shall place regular orders upon the Company in accordance with the “Projection for Sale” and the said projection for sale shall be considered as an integral part of the present agreement, the said “projection for sale” is annexed herewith as Annexure-B.
4. The dealer specifically agrees that in case the dealer is not able to place orders of a minimum of amount of …………….. upon the company within a maximum period of 60 days from the date when any of the products, as per Annexure-A, are registered within the territory, then in that scenario, the present agreement shall be treated as voidable at the option of the company and in case the company exercises its option of treating the agreement as void, then all the rights and liabilities accruing under the present agreement shall come to an end, the dealer further agrees to discharge any statutory obligation that might accrue upon the termination of the present agreement.

**5. Price**

**Annexure A** indicates the price and incoterms of each product valid for a period of 6 Months from the date of agreement. This annexure shall be revised at an interval of every 6 months and the updated annexure will form an integral part of the agreement superseding all earlier Annexure.

In extreme conditions that may arise due to any of the following situations of the Companyreserves the right to effect an interim price revision by giving a notice of 15 days to the Dealer.

1. Sudden currency fluctuation.
2. Sudden and steep rise of Raw materials or Packing materials.
3. Sudden impact of any new tax policy imposed by the Government and OR Governments of exporting or importing Country.
4. Sudden adverse effect of revision of Custom duties of any nature.

**6. Terms of Sale and Payment**

(i) Payment for the products shall be made by the Dealer to the company at any banking institution in India nominated by the company in [currency] or at such other place or in such other currency as may be notified in writing by the company.

(ii) Payment Terms from the Dealer to **COMPANY** are 100% (say: hundred) percent upon confirmation of the order.

(iii)Any taxes or assessments, including, but not limited to, sales, use and excise taxes, which are applied directly to the sales of the Products under this Agreement shall be paid by the Dealer or, in lieu thereof, the Dealer shall provide **COMPANY** with a Tax Exemption Certificate acceptable to the appropriate taxing authority

1. **Dealer’s Responsibilities:-**

The Dealer hereby undertakes and agree with the company that they will at all times during the continuance and in force of this agreement observe and perform the terms and conditions set out in this agreement and in particular:

(i) will use at all times their best endeavors to promote and extend sales of the products throughout the territory to all potential purchasers thereof and work diligently to obtain orders therefor –

(ia) by means of personal visits to and by correspondence with such purchasers.

(ib) by advertising and by the distribution of printed matter subject however to the specific prior approval in writing in all cases of the company to the form manner extent and wording of such advertising and such distributed matter and without recourse to the company for any expense incurred unless such expense is specifically authorized by the company in writing.

(ii) shall not without the previous consent in writing of the company be concerned or interested either directly or indirectly in the manufacture, production, importation, sale or advertisement of any goods in the territory which are like or similar to or which either alone or in conjunction with some other product perform or are designed to perform the same or a similar function to or which might otherwise compete or interfere with the sale of any of the products.

(iii) shall not either directly or through any agent sell any of the products outside the territory or knowingly or having reason to believe that they would be so resold sell the products to any person or body corporate or un-incorporate within the territory with a view to their resale outside the territory

(iv) shall in all correspondence and other dealings relating directly or indirectly to the sale or other dispositions of the products, clearly indicate that they are acting as dealers of the company

(v) shall not incur any liability on behalf of the company or in any way pledge or purport to pledge the company’s credit or accept any order or make any contract binding upon the company without the company first approving the terms thereof

(vi) shall not sell the products at any price other than that for the time being fixed by the company for the sale of products within the territory without the previous consent in writing of the company

(vii) shall immediately bring, any improper or wrongful use in the territory of the company’s patents, trade-marks, emblems, designs, models or other similar industrial or commercial monopoly rights which come to their notice, to the attention of the company and will in and about the execution of their duties use every effort to safeguard the property rights and interests of the company and will assist the company at the request of the company in taking all steps to defend the rights of the company other than by the institution of legal proceedings

(viii) shall promptly bring to the notice of the company any information received by them which is likely to be of interest use or benefit to the company in relation to the marketing of its products in the territory

(ix) shall keep full proper and up-to-date books of account and records showing clearly all inquiries transactions and proceedings relating to the Dealership and will allow the authorized officers of the company to have access to the said books and records and take such copies thereof as they may require

(x) shall from time to time upon the request of the company supply to the company reports, returns and other information relating to the Dealership

(xi) shall in so far as hereinafter provided the Dealers shall not assign transfer, charge or in any manner make over or purport to assign, transfer, charge or make over this agreement or their rights thereunder or any part thereof without the consent in writing of the company

(xii) shall in purchasing the products be bound by the company’s conditions of sale as from time to time in force and any modification thereto made by the company either generally or in respect of any particular purchase and in selling will contract on like terms to those conditions as from time to time in force together with any general or particular modifications as respects any particular sale and will not make any promises representations warranties or guarantees with reference to the products except such as are consistent with those conditions or as are expressly authorised by the company in writing.

(xiii) shall not alter, obscure, remove, conceal or otherwise interfere with any markings or name plates or other indication of the source of origin of the goods which may be placed by the company on the products.

(xiv) Promptly upon execution of this Agreement, Dealer at its sole cost shall:-

1. Register this Agreement in accordance with the laws of the Territory, and shall provide the Companyevidence of its registration. At all times subject to the terms and conditions of this Agreement, and solely for purposes of registering this Agreement and complying with all terms and conditions of this Agreement.
2. Register these products with the appropriate department and laws of the Territory, provide registration certificate to the Company. Such certificate(s) should be in the name of the Company. Any and all expenses/costs should be absorbed by the Dealer.
3. The Dealer will, upon the Company's request, cooperate with the Company in any action necessary or desirable to register, exclusively in the name of and for the benefit of the Company, with the appropriate governmental agencies in the Territory any of the Company's Marks used or proposed to be used hereunder, and to protect any of the Company’s Marks used or proposed to be used hereunder. The Company will pay any and all expenses related to registering the name of the Products, the Marks and other Company Intellectual Property in the Territory or elsewhere.
4. **Company’s Responsibilities:-**

The company hereby agrees with the Dealer that it will during the continuance of this agreement:

(a) not sell any of the products to any person or body corporate or un-incorporate within the territory other than the Dealers or to any person or body corporate or un-incorporate outside the territory with a view to the resale of the products within the territory save as provided in clause 8 hereof;

(b) at its own expense supply the Dealer with such amount of samples and patterns and of instruction books technical pamphlets catalogues and advertising material in [language…] as it considers reasonably sufficient with a view to promoting sales of the products within the territory;

(c) Whenever the company considers it necessary send at its own cost a representative/s to visit the Dealers for the purpose of promoting sales of the products;

(d) use its best endeavors to safeguard the sole and exclusive rights hereby granted to the Dealers including the taking of such steps as may be available to it to prevent the infringement of those rights by other Dealers or agents of the company and to prevent the infringement of its patents, trade-marks, emblems, designs and other similar industrial or commercial monopoly rights within the territory.

1. **Warranty**
	1. The company’s product liability arising out of this agreement and/or the licensing of the products and the providing of support services here under will be limited to the amount paid to the company for the item of the products or service that gives rise to the liability. In no event will company be liable for costs of procurement or substitution of goods by dealer or its customers. In no event will company be liable to dealer or any other entity for any special, consequential or other damages, however caused, for product liability. The essential purpose of this provision is to limit the product liability of the company arising out of this agreement and/or sale, promotion or marketing of the products, and the pricing established by the company, from time to time, is based on the understanding that the company’s liability will be so limited.
	2. The Company, except as provided herein, disclaims all warranties on the products including all implied warranties of merchantability or fitness for a particular purpose. The limited warranty is provided in lieu of any other obligations or liabilities on the part of the company, for damages, including, but not limited, special, indirect or consequential damages or loss of use, revenue or profit arising out of or in connection with the use or performance of the products even if the company had been advised of the possibility of such damages.
2. **Confidentiality**
	1. The Dealer acknowledges that for so long as this Agreement continues in effect, Dealer will have access to and become acquainted with the Company’s “Confidential Information”. The term “Confidential Information” means all information, processes, parameters, methods, practices, techniques, technical plans, specifications, computer programs, documentation, customer information, pricing information, supplier information, marketing plans, personnel information, financial information, and all other compilations of information which relate to the business of the Company and that have not been released by the Company to the general public.
	2. The Dealer shall not use or disclose (either directly or indirectly) any Confidential Information at any time (whether during or after the term of this Agreement) or in any manner:-
		1. without the prior written approval of the COMPANY
		2. until that Confidential Information becomes publicly available through the acts of the COMPANY; or,
		3. if any Confidential Information is being sought from the Dealer by legal process by any person or entity, until ten (10) days after the COMPANY has received written notice of the legal process (including a copy of the legal process) and has had a reasonable opportunity to attempt to quash the legal process.
	3. Notwithstanding anything to the contrary, Dealer shall at no time (whether during or after the term of this Agreement) use any Confidential Information in any competitive manner in relation to the COMPANY, or for any purpose other than in connection with Dealer’s Performance under this Agreement.
	4. COMPANY is in the practice of getting its brand/products contract Manufactured at multiple facilities and by multiple manufacturers. In process of this associations, the DEALER would come to know the name and coordinates of such manufacturers. DEALER specifically assure the COMPANY that it will not approach those manufacturers either directly/indirectly.
	5. Dealer agrees that the Confidential Information and all documents and equipment related to the business of the COMPANY, whether prepared by the COMPANY or otherwise coming into Dealer’s possession, are the exclusive property of COMPANY and shall be returned to COMPANY at the termination and/or expiration of this Agreement.
3. **THE COMPANY RESERVES TO ITSELF NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED THE FOLLOWING RIGHTS**:-

(a) The Company shall have the right, at its absolute discretion, and without incurring any liability to the Dealer with respect to any purchase order theretofore placed, or otherwise, to change the design or to discontinue the manufacture or sale of any Products. The Company shall endeavor to notify the Dealer at least ninety (90) days prior to the discontinuance of manufacture or sales of any Products covered by this Agreement, however, the Company shall not incur any liability for its failure to so notify the Dealer.

(b) To trade direct for ultimate delivery of the products within the territory but so that where the products are sold by the company with knowledge that they are for use in the territory the Dealers shall be entitled to be paid a commission of ………............. per cent on the net price f.o.b. (before carriage freight insurance or duty have been added) Indian port approved by the company in consideration of the Dealers assisting the company to obtain business from the territory as and when requested and on receipt by the company of payment in full for the products;

Provided that.-

(*i*) the Dealers shall not be entitled to commission on any sale in respect of which they have failed to render such assistance as may be requested by them

(ii) the Dealers shall be entitled to only such commission as the company may in its absolute discretion determine on any sale direct by the company to any Government department or agency State-owned public utility or industry in the territory

(c) In its discretion to decline to submit a tender on any inquiry or to accept any order from the Dealers and by so declining shall not incur any obligation to the Dealers;

(d) to vary the first schedule hereto defining the products either by withdrawing therefrom a class or classes of products named therein in the event of the company ceasing to manufacture that class or those classes of products or by the addition thereof after consultation with [or with the agreement of] the Dealers of a further class or further classes of products of the company;

(e) if in the opinion of the company the Dealers are not at any time producing adequate sales coverage throughout the whole of the territory and without prejudice to any other of its rights under this agreement either to vary the second schedule hereto so as to exclude from this agreement such part or parts of the territory therein defined as it thinks fit or to vary the first schedule hereto so as to exclude from this agreement such one or more of the products herein defined as it thinks fit or to take both these courses of action save that neither such course of action shall be taken under this clause without prior consultation with he Dealers;

(f) to take such steps itself as may seem necessary or expedient (including and without prejudice to the generality of the reserved right to appoint a representative in the territory) to promote the sale of the products in the territory and to notify the Dealers of any persons firms or bodies corporate or incorporate carrying on business in the territory who appear to it to be potential purchaser of the products.

1. **Right of Parties at Termination**
2. Both the Company and the Dealer reserves the rights to refuse to make scheduled deliveries and to immediately terminate any purchase orders or this Agreement in its entirety, without liability, should any of the following conditions occur.
3. Either party becomes insolvent; or
4. Either party has an involuntary bankruptcy petition filed against it which is not dismissed within ninety (90) days of its filing; or
5. Either party makes an assignment for the benefit of creditors; or
6. Either party has a receiver appointed or ceases to conduct its operation in the normal course of business; or
7. Either party fails to make any payment when due under this Agreement, and such failure continues for ten (10) days after written notice has been provided to it; or
8. Either party breaches any terms not related to payment terms of this Agreement, and such breach continues for thirty (30) days after the breaching party receives written notice of their breach; or
9. If Dealer breaches any provision of this Agreement that cannot, in the reasonable determination of the Company, be cured.
10. All orders undelivered by the Company on the effective date of termination of this Agreement shall be automatically canceled as of such date.
11. Upon proper termination pursuant to the terms of this Agreement, or expiration of this Agreement, the Dealer shall have no right to claim compensation for any expense, losses, including loss of profit, goodwill or for any activity to promote the sales of the Products.
12. **Indemnification**
	1. Once the Products have left the Company or the Company’s manufacturer for delivery to Dealer, Dealer will indemnify, defend and hold the Company, its affiliates and all officers, directors, shareholders, employees, contractors and agents thereof (hereinafter referred to as “Indemnities”) harmless from all claims, demands, suits or actions (including attorneys’ fees incurred in connection therewith) which may be asserted against the Company for any kind of damages, including, without limitation, damage, injury or death to property or persons and incidental and consequential damages, which may be sustained by any third party or any of the Indemnities arising out of or incident to any acts or omissions of Dealer relating to or arising from this Agreement, including, without limitation, any damage, injury or death relating to the Products.
	2. In no event shall either party be liable to the other for any special, indirect, exemplary or consequential damages arising out of this agreement or purchase or use of the products.
13. **Trademarks**
	* 1. The Dealer shall not dispute or contest for any reason whatsoever, directly or indirectly, during the terms of this Agreement and thereafter, the validity, ownership or enforceability of any of the trademarks of Company, nor directly or indirectly attempt to acquire or damage the value of the goodwill associated with any of the trademarks of Company, nor counsel or assist any third Party to do any of the foregoing. Dealer will not institute any proceedings with respect to the trademarks of Company either in Dealer’s own name or on behalf of Company without express written permission of Company. Dealer shall assign to Company, without charge, any rights in the trademarks of Company that may inure to the benefit of Dealer pursuant to this Agreement or otherwise. Dealer shall execute any documents or do any facts that may be required to accomplish the intent of this Section.
		2. The Dealers undertake that they will not at any time after the making of this agreement divulge any information in relation to the company’s affairs or business or method of carrying on business.
		3. Where in order to enable the Dealers to maintain adequate sales coverage the appointment by the Dealers of agents or sub-Dealers is desirable the Dealers shall be entitled with the previous consent in writing of the company to make such appointment but only on such terms as the company shall in writing approve and the Dealers shall be at all times responsible for the acts deeds or omissions of all persons firms or companies so appointed.
		4. Company has created and designed mascot exclusively for promoting their brand. The Dealer is not authorized or by virtue of any agency to copy or use any characters for business.

**15**. **Dispute Resolution**:-

Any dispute difference or question which may arise at any time hereafter between the company and the Dealer touching the true construction of this agreement or the rights and liabilities of the parties hereto shall be referred to the decision of a Sole Arbitrator, to be appointed by the Company, and the decision of the Sole Arbitrator shall be final and binding upon the parties. The Arbitration shall be held at Mumbai and the courts at Mumbai shall have exclusive jurisdiction in this regard. Further, the Arbitrator shall conduct the proceedings in accordance with the provisions of the Arbitration and Conciliation Act, 1996, including amendments thereto.

16. This agreement shall be deemed to have been made in India and the construction validity and performance of this agreement shall be governed in all respects by the law of that country.

1. General Provisions
	1. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Republic of India, applicable to agreements entered into, and to be performed entirely, within India, excluding the United Nations Convention on Contracts for the International Sale of Goods.
	2. **Modification.** This Agreement may be modified only by a writing signed by each party and acceptance of both parties.
	3. **Non-waiver.** The failure of any party to enforce at any time any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce any such provision.
	4. **Attorneys’ Fees.** In the event of any legal action or arbitration related to this Agreement, the prevailing party will have the right to recover from the other, in addition to any damages, its court or arbitration fees and reasonable fees of attorneys, accountants and other professionals incurred in connection with the action or arbitration.
	5. **Force Majeure.** Neither party will be responsible for any failure to perform (other than a failure to pay any amount due under this Agreement) due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes or fuel crises.
	6. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations, or discussions heretofore held between the parties related to this Agreement. The parties hereto acknowledge that they have not been induced to enter into the Agreement by any representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any order or other instrument submitted by either party.
	7. **Severability.** Any portion of any covenant contained in this Agreement or its application is construed to be invalid or unenforceable, then the other portion and their application shall not be affected thereby and shall be enforceable without regard thereto. If any of the covenants contained in this Agreement are determined to be unenforceable because of their scope, duration, geographical area or similar factor, then the court or arbitrator making such determination shall have the power to reduce or limit such scope, duration, area or other factor, and such covenant shall then be enforceable in its reduced or limited form. If any provision of this Agreement shall be adjudged by a court to be invalid or unenforceable, the provision shall in no way affect the validity or enforceability of any other provision of this Agreement.
	8. **Assignment.** This Agreement may not be assigned by Dealer, and any attempt by Dealer to assign any right, duties, or obligations under this Agreement is void.
	9. **Cumulative Rights.** All rights and remedies of either party shall be cumulative and may be exercised singularly or concurrently.
	10. **Headings.** The headings in this Agreement are for convenience only and do not affect any part of this Agreement.
	11. **Survival.** All representations, covenants, warranties and obligations of the parties contained in this Agreement, or in any Exhibit, shall survive the execution of this Agreement. In addition, the obligations under paragraph 9 of this Agreement, and otherwise as the context may reasonably require, shall survive the termination of this Agreement.
	12. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
	13. **Counsel.** Each party has retained independent counsel to represent it in this transaction and represents and warrants to the other parties that its counsel has received and approved this Agreement and all related matters.
	14. **Signatory** This agreement will be signed by a Director of the **COMPANY**/Dealer or by a person duly authorized to sign by the Board of Directors duly empowered to do so by a Resolution/Power of Attorney.

**XANIA HEALTHCARE PRIVATE LIMITED DISTRIBUTOR-----Complete Name**

Signature: Signature:

Name: Name:

Title: Title:

Date: Date:

 *Seal Seal*

*In Presence of:*

Signature: Signature:

Name: Name:

Witness 1 Witness 2

**ANNEXURE A**

**Products**

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| **S.No** | **Product Name** | **FOB Price (In USD)** |
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This Annexure A may be updated or amended pursuant to the terms of the Exclusive Distributor Agreement to which this Exhibit is attached.

**ANNEXURE B**

**Projection and Sales**

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| --- | --- | --- | --- | --- |
| **S.No** | **Product Description** | **Ist Year Sale (in USD)** | **2nd Year Sale (in USD)** | **3rd Year Sale (in USD)** |
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