



Shriven[®]

Agritechs Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117
Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

SUPER STOCKIST AND/OR DISTRIBUTOR Terms and Conditions

Created for:

Shriven Agritechs Private Limited

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallangadu Block, Tiruvallur – 631 210



Shriven[®]

Agritechs Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117
Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

SUPER STOCKIST AND/OR DISTRIBUTOR AGREEMENT

THIS SUPER STOCKIST AND/OR DISTRIBUTOR AGREEMENT (this "Agreement") is made and effective as of Date, by and between Shriven Agritechs Private Limited, an Indian company, with an address located at 3, Bharathi Nagar 2nd St, Jameen Pallavaram, Perumal Nagar, Swamimalai, Chennai, Tamil Nadu 600117 "Shriven Agritechs Private Limited", and SUPER STOCKIST AND/OR DISTRIBUTOR submitting the onboarding form

Preamble

Company manufactures and sells the products listed in Section 1.c below (the "Products"). SUPER STOCKIST AND/OR DISTRIBUTOR desires to purchase the Products from Company for redistribute to assigned DISTRIBUTOR s in the territories or geographic areas as defined in Section 1.b (the "Territory"). Company desires to appoint Super Stockists and DISTRIBUTOR s as its exclusive distribution channel partners of the Products in the Territory and SUPER STOCKIST AND/OR DISTRIBUTOR desires such appointment subject to the terms and conditions set forth in this Agreement, including any exhibits or schedules attached hereto.

Now, Therefore, in consideration of the foregoing, and of the mutual benefit contained herein, the Parties, intending to be legally bound, agree as follows

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallangadu Block, Tiruvallur – 631 210



Shriven[®]

Agritechs Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117
Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

Agreement of the Parties

1. Appointment, Acceptance & Scope

Exclusive Appointment. Subject to the terms and conditions of this SUPER STOCKIST AND/OR DISTRIBUTOR Agreement, Company hereby appoints and grants SUPER STOCKIST AND/OR DISTRIBUTOR the exclusive right to distribute the Products to assigned DISTRIBUTOR s located in the Territory (only to the "Company Authorised DISTRIBUTOR s") and to render other services as a SUPER STOCKIST AND/OR DISTRIBUTOR for Company as set forth herein. SUPER STOCKIST AND/OR DISTRIBUTOR shall limit its activities with respect to the Products to DISTRIBUTOR s 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 Company. Company shall not sell or otherwise supply, directly or indirectly, the Products in the Territory except by sale through the DISTRIBUTOR.

B. Territory. The rights granted SUPER STOCKIST AND/OR DISTRIBUTOR hereunder are granted for the following geographical areas and markets.

C. Products. The Products manufactured and sold by Company to SUPER STOCKIST AND/OR DISTRIBUTOR for distribution hereunder are as per Annexure.

D. DISTRIBUTOR /Sub DISTRIBUTOR Appointment. SUPER STOCKIST AND/OR DISTRIBUTOR shall appoint DISTRIBUTOR s in the region in consultation with the Company's Authorised Representative after due verification of the financial, economic and character reports, to act as an Channel Partner behalf under the Company Policy within the Territory.

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallangadu Block, Tiruvallur – 631 210



Shriven[®]

Agritech Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117
Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

2. Orders, Price, Terms of Sale & Payment

A. Communications Pursuant to this SUPER STOCKIST AND/OR DISTRIBUTOR Agreement and Orders. The “Super Stockist” will ensure a minimum first order value of Rs.2,00,000 and maintain not less than sales volume of Rs. 2,00,000 per month to remain eligible as SUPER STOCKIST AND/OR DISTRIBUTOR with the Company. The minimum stock availability value will increase as per market demand, to ensure to avoid short supply of any products in the company. The SUPER STOCKIST AND/OR DISTRIBUTOR should maintain at least 30 Days sales volume of the products at his facility according to the norms of the Company. Company understands that its timely acceptance of orders from SUPER STOCKIST AND/OR DISTRIBUTOR hereunder is an important element of this Agreement. The company shall have as per mutual understanding its receipt to accept (or reject for a legitimate business reason) any order submitted by the Super Stockist. Should Company fail to timely accept or reject an order from SUPER STOCKIST AND/OR DISTRIBUTOR in accordance with this Section, such order shall be deemed accepted and shall become binding on Company. All orders shall be fulfilled by Company within 30 business days of order acceptance.

B. Prices and Shipment. The SUPER STOCKIST AND/OR DISTRIBUTOR shall be responsible to load and unload the company’s goods and clear the consignment by railway or road transport and service to the DISTRIBUTOR s/Dealers. Company agrees for dispatches of good shall be made by SUPER STOCKIST AND/OR DISTRIBUTOR from time to time as per requirement of SUPER STOCKIST AND/OR DISTRIBUTOR against written order or as confirmed by the Company’s Authorised Representative. Company agrees to sell, and SUPER STOCKIST AND/OR DISTRIBUTOR agrees to purchase, the Products in accordance with the

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallangadu Block, Tiruvallur – 631 210



Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117
Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

Prices and Volume Discount Prices set forth in Schedule A. Such Prices and Volume Discount Prices shall only be subject to vary with prior information through company representatives, provided, The Company will review the prices and will inform to the SUPER STOCKIST AND/OR DISTRIBUTOR and it's DISTRIBUTOR s with the updated price list on 1st and 15th day of every calendar month.

Any such change shall not apply for any order(s) accepted prior to the effective date of the increase.

C. Company shall package the Products for shipment in accordance with Super Stockist's instructions through its authorised Distribution partners or directly. All shipments of Products for DISTRIBUTOR s in the Territory, and any freight and shipping costs related thereto, will be Super Stockist's responsibility. All shipments will be made Shriven Agritech Private Limited Company's facility or through its authorised Distribution partners. SUPER STOCKIST AND/OR DISTRIBUTOR will promptly inspect the Products upon receipt at Super Stockist's facility to determine whether any Products included in the shipment are in short supply, defective, or otherwise not in conformance with this Agreement. Within 2 days of receipt of such Products, SUPER STOCKIST AND/OR DISTRIBUTOR and it's DISTRIBUTOR s will notify the Company of any shortages, defects, or non- conformance, and Company will promptly replace such Products free of charge. Title to the Products shall pass to SUPER STOCKIST AND/OR DISTRIBUTOR and It's DISTRIBUTOR s upon delivery.

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallangadu Block, Tiruvallur – 631 210



Shriven[®]

Agritechs Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117
Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

D. The SUPER STOCKIST AND/OR DISTRIBUTOR Shall also clear transport and store at their warehouse any unserviceable goods or goods in damage condition which may be received from the DISTRIBUTOR s/Retailers. The Company shall issue a disposal instruction in writing, in respect thereof. The SUPER STOCKIST AND/OR DISTRIBUTOR is required to maintain proper showing the receipt of such goods along with their disposals per the Company's policy and instruction.

E. The SUPER STOCKIST AND/OR DISTRIBUTOR shall not admit any claim or make any commitment on behalf of the Company unless the claims have been investigated by Company Authorised Representative and as per the Company's prevailing price list and on terms and conditions intimated to the SUPER STOCKIST AND/OR DISTRIBUTOR by the Company from time to time.

F. Terms of Sale. All sales by Company shall be in accordance with the terms and conditions of this Agreement. In compensation for the "Super Stockist", discharging the functions as described for the Company, the "Super Stockist" shall have a commission /margin calculated 4% + 1% If above Rs. 5,00,000 Invoice Value, + 1% If above Rs. 10,00,000 of invoice value for the purchases made from the Company (before applicable taxes). The SUPER STOCKIST AND/OR DISTRIBUTOR will be billed at a price which includes all reimbursements towards commission/margin, applicable taxes etc. No extra reimbursement will be made towards the same.

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallangadu Block, Tiruvallur – 631 210



Shriven[®]

Agritechs Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117
Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

G. Payment. Upon Company's acceptance of any order, SUPER STOCKIST AND/OR DISTRIBUTOR shall remit the payment to Company via bank transfer at least 50% of the total order price and notify the transaction receipt to company's accounts department through the authorised E-Mail ID accounts@Shriven.in SUPER STOCKIST AND/OR DISTRIBUTOR shall submit to Company via bank transfer the remaining balance upon receipt of the Products at SUPER STOCKIST AND/OR DISTRIBUTOR facility.

H. Resale of the Products. SUPER STOCKIST AND/OR DISTRIBUTOR shall be free to resell the products to Company's Authorised DISTRIBUTOR s the Products for company's decided prices. Company shall have control over or any liability in connection with the prices at which SUPER STOCKIST AND/OR DISTRIBUTOR resells to Company's Authorised DISTRIBUTOR s the Products, and SUPER STOCKIST AND/OR DISTRIBUTOR shall hold Company harmless and indemnify and defend Company from and against any liability resulting therefrom.

3. Representations

The SUPER STOCKIST AND/OR DISTRIBUTOR and Company, as applicable, make the following representations, warranties and covenants:

A. SUPER STOCKIST AND/OR DISTRIBUTOR is a company duly organized, validly existing and in good standing in India, is qualified to do business and in good standing in each jurisdiction located within the Territory and is and will remain in compliance with all applicable laws and regulations in the conduct of its business and, specifically, in its sale and Distribution of the Products and provision of any services hereunder.

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallangadu Block, Tiruvallur – 631 210



Shriven[®]

Agritechs Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117

Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

B. Company is a corporation, duly organized, validly existing and in good standing in India, and is and will remain in compliance with all applicable laws and regulations in the conduct of its business and, specifically, in its sale of the Products.

C. Company warrants and represents that the Products will be free from defects in design, materials and workmanship and conform with any specifications provided.

D. Company has all rights, power, and authority to enter into this Agreement.

E. Company's execution of this SUPER STOCKIST AND/OR DISTRIBUTOR Agreement, and Company's performance of its obligations and duties hereunder, do not and will not violate any agreement to which Company is a party or by which it is otherwise bound, and

F. Neither Party is subject to any pending or threatened litigation or governmental action that could interfere with its performance of this Agreement.

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallur Block, Tiruvallur – 631 210



Shriven[®]

Agritechs Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117

Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

4. Responsibilities of Super Stockist.

A. SUPER STOCKIST AND/OR DISTRIBUTOR agrees that it will diligently perform the services and obligations detailed in this Agreement. The operations of SUPER STOCKIST AND/OR DISTRIBUTOR are under its sole and exclusive control, including without limitation supervision of, and liability for expenses incurred with respect to, its employees. The SUPER STOCKIST AND/OR DISTRIBUTOR will use best reasonable efforts to distribute the Products in the Territory. All the books of accounts, records, vouchers and other related records register shall be true and correctly maintained by the 'Super Stockist' and the same will be available in the 'Super Stockist' office for the inspection at any time by the Company's or their authorised Representatives.

B. The SUPER STOCKIST AND/OR DISTRIBUTOR should permit the Company's authorised representatives and the auditors appointed to inspect the Company's Brand products, Storage facility, records, contracts, and other related documents relating to the receipt and dispatches of the Company's goods and shall also be responsible to answer and satisfy all such queries as may be raised by the Company's auditors

C. The SUPER STOCKIST AND/OR DISTRIBUTOR shall not destroy the stock lists, books of account, vouchers, statement, returns and other documents or records related with the receipt of the goods, dispatches of the goods, inventory list, amounts collected and expenses incurred and other business-related document without written authorised pre approval from Company

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallur Block, Tiruvallur – 631 210



Shriven[®]

Agritechs Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117

Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

D. The SUPER STOCKIST AND/OR DISTRIBUTOR shall take care thereof to avoid theft, Pilferage, damage and exposure to water, moisture, heat or such. The SUPER STOCKIST AND/OR DISTRIBUTOR would be responsible for all such theft, the property of Company and the SUPER STOCKIST AND/OR DISTRIBUTOR shall have no rights or lien on the Company's goods in respect of bill charges of any nature that may remain outstanding for payment or settlement, the SUPER STOCKIST AND/OR DISTRIBUTOR shall be responsible for any shortages, loses or damages to the goods for any reasons whatsoever.

E. The SUPER STOCKIST AND/OR DISTRIBUTOR expenses if any, related with business promotion/sales promotion will be reimbursed monthly with the attached pre approved receipts of all expenses.

F. The SUPER STOCKIST AND/OR DISTRIBUTOR shall not enter any contract or agreement with the competitor(s) of the Company without the prior written approval from the Company.

G. The SUPER STOCKIST AND/OR DISTRIBUTOR shall not assign or otherwise transfer rights, duties or obligation under this agreement to any other party without the approval from Company.

7. Responsibilities of Company

In addition to any other responsibilities stated in this Agreement, Company will:

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallangadu Block, Tiruvallur – 631 210



Shriven[®]

Agritechs Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117

Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

A. provide, at SUPER STOCKIST AND/OR DISTRIBUTOR reasonable request and without charge for training if needed and the company selected place, regard to any characteristics of the Products that SUPER STOCKIST AND/OR DISTRIBUTOR deems reasonably necessary for SUPER STOCKIST AND/OR DISTRIBUTOR and its employees and to it's DISTRIBUTOR s and it's retailers and it's customers to full-fill the purposes of SUPER STOCKIST AND/OR DISTRIBUTOR appointment.

B. provide to Super Stockist, without charge, reasonable quantities of promotional literature, brochures and commercial and technical information regarding the Products if required.

C. provide sales support and technical training to SUPER STOCKIST AND/OR DISTRIBUTOR and its personnel as deemed reasonably appropriate by Company if needed and place decided by company.

6. Confidential & Proprietary Information

A. As used herein, the term "Proprietary Information" means any information, technical data, or know-how (including, but not limited to, information relating to products, software, services, development, inventions, processes, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by one Party (the "Disclosing Party") to the other (the "Recipient Party") either directly or indirectly in any form whatsoever, including, but not limited to, in writing, in machine readable or other tangible form, orally or visually.

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallangadu Block, Tiruvallur – 631 210



Shriven[®]

Agritechs Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117

Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

B. Unless otherwise expressly Authorised by the Disclosing Party, the Recipient Party agrees that it and any of its personnel receiving Proprietary Information under this Agreement shall treat such Proprietary Information in strict confidence with the same degree of care applied to its own.

C. In no event will the Recipient Party divulge, in whole or in part, such information to any third party without the prior written consent of the Disclosing Party; provided, further, that any third party must also agree in writing to restrictions comparable to those provided in this Section 6. Provided, however, that the Recipient Party will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure.

D. Notwithstanding any other provisions of this Agreement, each party acknowledges that Proprietary Information shall not include any information that: (i) is already known to the Recipient Party at the time of disclosure, or becomes publicly known through no wrongful act of the Recipient Party's part; (ii) is rightfully received by the Recipient Party from a third party without breach of this Agreement; (iii) is independently developed by the Recipient Party without benefit of information received under this Agreement; (iv) is furnished to a third party by the Disclosing Party without a restriction on the third party's right to disclose it; or (v) is explicitly approved for release by written authorisation by the Disclosing Party. Upon completion of this Agreement, or upon written notice from the Disclosing Party, the Recipient Party agrees to return all Proprietary Information in its possession.

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallangadu Block, Tiruvallur – 631 210

E. The Recipient Party acknowledges that the Disclosing Party, because of the unique nature of the Proprietary Information, would suffer irreparable harm in the event that the Recipient Party breaches its obligation under this Agreement and that monetary damages would be inadequate to compensate the Disclosing Party for such a breach. The Parties agree that, in such a circumstance, the Disclosing Party shall be entitled, in addition to such monetary relief as may be applicable, to injunctive relief as may be necessary to restrain any continuing or further breach by the Recipient Party, without showing or proving any actual damages sustained by the Disclosing Party.

Recipient Party, without showing or proving any actual damages sustained by the Disclosing Party.

F. The obligations of the Recipient Party under this Section 6 shall survive termination or non renewal of this Agreement. For the avoidance of doubt, the DISTRIBUTOR s, the retailers and the customers list of SUPER STOCKIST AND/OR DISTRIBUTOR shall be deemed to constitute Proprietary Information under this agreement.

7. Duration & Termination

A. Effective Date and Duration. This Agreement shall become effective on the date of mutually signed by both the parties and shall continue in effect for a period of 12 months.



Shriven[®]

Agritechs Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117

Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

B. SUPER STOCKIST AND/OR DISTRIBUTOR Option to Renew. SUPER STOCKIST AND/OR DISTRIBUTOR and The Company (both parties) have the option to renew the agreement to continue the partnership with the prior renewal or termination request to the authorised email id accounts@Shriven.in

C. Termination. Either Party may terminate this Agreement prior to its expiration upon the occurrence of either of the following: (i) the other Party becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganization or dissolution, makes an assignment for the benefit of creditors or becomes nationalized or has any of its material assets confiscated or expropriated; or (ii) the other Party (in this case, the “breaching Party”) fails to perform any of its obligations hereunder and fails to correct such failure within 30 calendar days after receiving written demand therefore from the non-breaching Party, specifying the failure in detail for the breaching Party to correct such failure; provided, however, that upon a second breach of the same obligation by such Party, the other Party may forthwith terminate this Agreement upon notice to the breaching Party.

8. Right of Parties at Termination

A. Obligations After Termination. In the event that this Agreement is terminated or expires on its own terms, Company shall have no further responsibilities to SUPER STOCKIST AND/OR DISTRIBUTOR except that in the event the Agreement terminates for any reason other than a breach hereof by Super Stockist, Company shall be obligated to process orders accepted by Company prior to the effective date of such termination or expiration or within 30 days thereafter.

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallangadu Block, Tiruvallur – 631 210

B. Claims. Upon termination of this Agreement shall relieve any Party immediately. Related to return of company materials, properties, should be returned to company's Head Office within 7 days from the date of such termination or expiry. Any outstanding or pending payments or related monetary benefits and products in the Territory or Market given by the Super Stockist, the SUPER STOCKIST AND/OR DISTRIBUTOR should be sole responsible on all such liabilities and nowhere it should pass or transfer or affect Company. Hereunder which outstanding payments clearance will be made between both the parties within 30 days of the termination or expiry of this agreement upon signing a Company's No Objection and Clearance Certificate.

9. Indemnification & Limitation of Liability

A. Indemnification. Each Party ("Indemnifying Party") shall indemnify, hold harmless and defend the other Party ("Indemnified Party") and its officers, directors, agents, employees, and affiliates, from and against any and all claims, demands, actions, costs, expenses, liabilities, judgments, causes of action, proceedings, suits, losses and damages of any nature, which are threatened or brought against, or are suffered or incurred by, the Indemnified Party or any such person to the extent caused directly by acts or omissions of the Indemnifying Party relating to this Agreement, including without limitation (i) any negligent or tortious conduct, (ii) any breach of any of the representations, warranties, covenants or conditions of the Indemnifying Party contained in this Agreement, (iii) any violation of applicable laws or regulations, (iv) infringement or violation of any patent, copyright, trade secret, or other proprietary interest of any third party, and



Shriven[®]

Agritechs Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117
Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

(v) any breach of any express or implied warranties relating to the Products, including implied warranties of merchantability and fitness for a particular purpose.

B. Limitation of Liability. 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.

10. Force Majeure

Neither Party shall be held liable for any failure to perform that is due to any cause or circumstance beyond the reasonable control of such Party, including without limitation a demand for such Products and other products manufactured by Company which exceeds Company's ability to supply them, earthquakes, fire, accidents, floods, storms, other Acts of God, riots, wars, rebellions, strikes, lockouts or other labour disturbances, national or international emergencies, failure to secure materials or equipment from usual sources of supply, failure of carriers to furnish transportation, government rules, regulations, acts, orders, restrictions or requirements or any other cause or circumstance beyond the reasonable control of such Party. No such inability to deliver or delay in delivery shall invalidate the remainder of this Agreement.

11. Trademarks

SUPER STOCKIST AND/OR DISTRIBUTOR shall not dispute or contest for any reason whatsoever, directly or indirectly, during the term of this Agreement and thereafter, the validity, ownership or enforceability of any of the trademarks of Company,

Factory: No. 56/1B, Koormavilapuram Village, Thiruvallur Block, Tiruvallur – 631 210



Shriven[®]

Agritechs Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117
Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

nor directly or indirectly attempt to acquire or damage the value of the goodwill associated with any of the trademarks of Company, nor counsel, procure or assist any third Party to do any of the foregoing. SUPER STOCKIST AND/OR DISTRIBUTOR will not institute any proceedings with respect to the trademarks of Company either in SUPER STOCKIST AND/OR DISTRIBUTOR own name or on behalf of Company without express written permission of Company. SUPER STOCKIST AND/OR DISTRIBUTOR shall assign to Company, without charge, any rights in the trademarks of Company that may inure to the benefit of SUPER STOCKIST AND/OR DISTRIBUTOR pursuant to this Agreement or otherwise.

SUPER STOCKIST AND/OR DISTRIBUTOR shall execute any documents or do any acts that may be required to accomplish the intent of this Section.

12. General Provisions

A. Amendments. This Agreement may be amended only by a writing signed by each of the Parties, and any such amendment shall be effective only to the extent specifically set forth in such writing.

B. Governing Law. This Agreement is a contract under the laws of the State of Tamilnadu and for all purposes shall be governed by and construed in accordance with the substantive laws of the State of Tamilnadu, without regard to its principles of conflicts of laws provisions.

C. Disputes. The Parties shall seek to resolve any dispute, controversy or claim arising out of or in connection with this Agreement, including without limitation, any dispute regarding the enforceability of any provision, through

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallangadu Block, Tiruvallur – 631 210



Shriven[®]

Agritech Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117

Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

good faith negotiations between them within 30 days of any notice of dispute being served or such longer period of time as may be mutually agreed between the Parties. If the Parties are unable to resolve the dispute within this timeframe, and one or both parties one or both parties desire to pursue the dispute, the complaining party must submit the dispute to binding arbitration in accordance with the rules and regulations under the High Court Of Madras Jurisdiction. The Parties will share equally the cost of arbitrating such dispute. The arbitrator(s) shall not be empowered to award punitive or other damages in excess of compensatory damages

,and both parties irrevocably waive the right to any such damages. Judgment on the award rendered by the arbitrator(s) may be entered by High Court Of Madras court having jurisdiction over the dispute. In the event that the parties cannot agree upon an arbitrator within a 30 days period, each party shall designate an arbitrator and those two arbitrators shall choose a third arbitrator, with that third arbitrator serving as the sole arbitrator of the dispute.

D. Assignment. Neither Party shall assign, pledge or otherwise transfer any of its rights, interest or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other Party.

E. Counterparts; Execution. This Agreement may be executed in any number of counterparts, and by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument.

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallangadu Block, Tiruvallur – 631 210



Shriven[®]

Agritechs Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117

Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

Delivery of an executed counterpart of this Agreement by Post or Mail shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any Party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

F. Cumulative Remedies. The rights and remedies of the Parties hereunder are cumulative and not exclusive of any rights or remedies which the Parties would otherwise have. No single or partial exercise of any such right or remedy by a Party, and no discontinuance of steps to enforce any such right or remedy, shall preclude any further exercise thereof or of any other right or remedy of such Party.

G. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions.

H. Exhibits and Schedules. The exhibits or schedules attached hereto are an integral part hereof and all references herein to this Agreement shall include such exhibits and schedules.

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallur Block, Tiruvallur – 631 210



Shriven®

Agritechs Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117

Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

I. Notices. Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder: (i) shall be in writing or Printing or in Digital form like E-Mail; (ii) shall be sent by Post or Mail or E-mail, to the appropriate address(es) or number(s) or E-mail Id set forth below; and (iii) shall be deemed to have been given on the date of receipt by the addressee, as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her Place), the records of the Person delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by Post or Mail or E mail, or (B) a receipt generated by the sender's Post or Mail or E-mail showing that such communication was sent to the appropriate address(es) or number(s) or E-mail Id on a specified date, if sent by Post or Mail or E-mail. All such communications shall be sent to the addresses for each Party as first set forth above, or to such other addresses or numbers as any Party may inform the others by giving 2 days prior notice.

J. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

K. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors and permitted assigns.

Schedule A

Prices and Incentive Terms

Subject to Company's right to increase the price only if the market price highly fluctuates in rise and Company's right to decrease the price at anytime upon notice, the Products shall be sold by Company to SUPER STOCKIST AND/OR DISTRIBUTOR attached Prices and Volume Discount Prices. Prices are in Indian Rupees.

SUPER STOCKIST AND/OR DISTRIBUTOR should make payment related to an order and later determine that it had achieved the Incentives. SUPER STOCKIST AND/OR DISTRIBUTOR and It's DISTRIBUTOR s Discounts will be appropriately credit as per the Incentive Terms.

By submitting the onboarding form, the party agrees to these terms and agreement effective as of the date

Factory: No. 56/1B, Koormavilasapuram Village, Thiruvallangadu Block, Tiruvallur – 631 210



Shriven[®]

Agritechs Private Limited

Reg Office: No. 3, 2nd Street, Swamimalai Nagar, Jameen Pallavaram, Chennai – 600117

Ph: +91 44 66205755 | Email: info@shriven.in | <https://www.mangopoint.in>

onboarding.

Factory: No. 56/1B, Koormavilapuram Village, Thiruvallur Block, Tiruvallur – 631 210