

**English General Terms of Allotment of District for Distributorship of product
(Panchgavya 5ml) manufactured by Dlog Technologies, Chennai, India.**

(wef 28 4 25)

**English General Terms of Appointment of District level Marketing
Distributorship of products**

manufactured by Dlog Technologies, Chennai, India.

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This is the General Terms of Appointment of District Distributors: By and Between Dlog Technologies, situated at New No.21, Thambaiyah Road Extn., West Mambalam, Chennai 600 033, manufacturers of Panchgavya (shortly PG), represented by its Sole Proprietor Mr.R.Chandramouliswaran, hereinafter referred to as Manufacturer shortly MFR,

And

M/S, situate at
....., a
.....concern, represented by its Mr.
..... here in after referred to as District Marketing
Distributor shortly DMD on the other part. and

WHEREAS, the MFR is engaged in manufacture of Panchgavay Organic Manure, Cow Milk Booster Concentrate (DFACCDP 400mg) and Dsalt 5grams and is interested in appointing District level Marketing Distributors (DMDs), all over India,

WHEREAS the DMD has approached the MFR and has expressed his/their consent to act as District Marketing Distributor in State, The general Terms of Appointment of DMD is given below:

1. That the DMD is hereby appointed DMD for District, in State in India for a period of 3 years from the date hereof on the general terms set forth hereunder. This term may be extended for further periods by mutual consent but for a tenure of 2 years only at each such extension.
2. The DMD in general agree not to promote in competitive products or similar products or duplicate products, during the tenure of this appointment.
3. The DMD agree to appoint as many Taluka level Distributors or village level Dealers, as possible for covering 75% of farmers with in his District within a period of one year from signing of this agreement and arrange for promotion of sales of goods covered by this agreement, by appointing Dealer outlets in all Panchayaths and major and minor towns in the District under him.

4. The DMD agree to ensure that goods covered by this agreement are sold at retail outlets at prices not exceeding the MRP fixed by the MFR.
 5. The DMD agree to abide by the directions given by MFR in writing as to policies of MFR as to pricing and marketing policies envisaged by the MFR.
 6. The DMD agree to bear all marketing, distributing expenses other than mass media advertising and mass TV advertising. However local cable TV advertisement insertions at low cost can be undertaken by the DMD but any such advertisement shall conform to the claims made by the MFR in its printed leaflets or website and no excess claims shall be advertised by the DMD.
 7. DMD shall not print any publicity material or release any advertisement in the Press without prior written approval of the “advertisement matter” in writing from the MFR. DMD shall always ensure all such advertisements shall conform to the claims made by the MFR in its printed leaflets or website and no excess claims shall be advertised by the DMD.
 8. The DMD agree not to make tall claims about the products other than openly declared in the MFR's printed leaflets or website.
 9. The DMD agree to employ sufficient sales staff, materials and money for promotion and distribution of the product, and reach mutually agreed sales targets set by the MFR.
 10. The DMD agree to follow the MFR's policy of "Total Customer Satisfaction" at affordable prices and ensure availability of product at all Talukas without any shortage on his State.
 11. The DMD agree to abide by MFR's directions for achieving “Total Customer Satisfaction” and for solving complaints from Distributors and Dealers also. The DMD agree to attend to suggestions and complaints of Taluka Distributors and Dealers themselves.
 12. The DMD agree to purchase products from the MFR on cash and carry terms or advance payment terms, and no credit will be allowed.
 13. The DMD agree in general to appoint Taluka Distributors within his State only and shall not have right to export the product outside India. DMD in general shall refrain from appointing new Distributors outside his State. DMD also agrees, that MFR has right to appoint other persons as DMD in the State where DMD is operating, and all over India in general. (This means that a DMD shall have to be quick in appointing TMDs under him before another DMD or SMD appoint TMDs in the Talukas within his State or nearby Districts.)
- a. 13 (A). DMD agrees not to sell to Taluka Distributors in other Districts/States appointed by other DMD or SSDs. DMD also agree not to sell directly to Dealers in his State or other States, where TMDs are appointed or present. In general Taluka Distributors/Dealers appointed by one DMD shall continue to be supplied by the same DMD, unless such Taluka Distributor/Dealer desires to switch over to the local DMD who is operating

in that District. However Village appointed by Multi District DMD shall purchase goods only from the DMD who appointed him/them.

b. 13 (B). Farmer Producer Companies (FPOs) or Organic Farmers Groups (OFGs) or local Co-Operatives shall enjoy a special status as one village Dealer and may be directly appointed by DMDs of respective District.

c. 13 (C). In general poaching of Dealers/TMD appointed by one DMD by another DMD must be avoided by all DMDs. (Not permitted)

d. 13 (D). Multi District Marketing Distributors (MD-DMD): MD-DMD are who operates in multiple Districts. Clause 2 above may not be applicable to MD-DMDs. Such MD-DMD are eligible to appoint under him, TMDs or Dealers anywhere in India, that is in many states (which are vacant). MFR will recognize them as Company TMD and Dealers only if they deal exclusively in Dlog Technologies products only and cover 75% of areas allotted to them. Otherwise these TMDs or Dealers will simply co-exist along with similar TMD appointed in these Talukas by respective DMDs or SMD.

14. (E). The meaning of above 13 (D) is, that MFR appointed State SDs or DMDs always have first right to appoint Taluka Distributors in every taluka with in his State, unless MD-DMD is able to get recognition of TMDs / Dealers appointed under him, by the MFR as officially appointed TMD for that Taluka.

15. The DMD agree to share all the market feed backs, video feedbacks, market reports, etc. and agree to obtain Customer Response Forms from the Farmers and hand over the same to the MFR.

16. The DMD agree to handle the MFR's products carefully so as to not to damage the contents inside and arrange for secure transportation of the same to the Dealers.

17. The DMD undertake not to meddle with the product in what so ever manner and ensure that this is adhered to strictly by TMDs and Dealers also.

18. The DMD undertake to provide the names and addresses of TMDs and Dealers and quantities sold by them and report the same to the MFR on monthly or quarterly basis, if and when requested by the MFR. (This is important to get Company recognition of TMDs)

19. The DMD agree to appoint only one TMD for one Taluka in his District or on Dealer for 5 villages, and ensure to avoid undue competition among TMDs /VDs.

20. The DMD agree to prominently display MFR's name in all their letter heads, brochures, leaflets, handouts, POPs, notices, etc. and may also disclose the fact that DMD is a District Marketing Distributor of the product in that part of the State.

21. The product covered by this agreement is as mentioned below only:

a. Panchgavya 5ml

b. DFA C CDP 400mg Cow Milk Booster for Cows & Buffalos - Concentrate

c. Dsalt a 8 – in – 1 product

d. Any other products MFR is willing to offer in near future

22. The DMD agree to abide by the directions given to all DMDs, MD-DMDs / Distributors all over the Indian nation by the MFR even if DMD is not concurring with the direction of the MFR provided if such direction is adhered to by majority of the DMDs all over the nation.

23. DMD agree to print Product User instructions (as given in the website only) in local language and give along with each Pouch of the product of the Company sold, supplied by them. DMD also agree to print Product leaflets, brochures (as given in the website only) in local language and use the same for promoting the product.

24. The margins for DMDs, TMDs, VDs and Dealers shall be fixed by MFR only and DMD agree that MFR has right to change the margins. The margins may be varied from time to time to suit the needs of the trade. The same shall be intimated to the DMD by MFR by way of letter/email. All schemes offered shall also be intimated by written correspondence.

25. The DMD agree that MFR has right to change the MRP as and when warranted due to market conditions or due to taxes and other duties levied by Govts. At present the product Panchgavya 5ml, DFA C CDP 400mg Cow Milk Booster and Dsalt 5 grams are Nil rated GST products (called Exempted).

26. The DMD agree that MFR has right to change the qty in packings to effect changes in MRP.

27. The target for the next 6 months shall be intimated to the DMD by the MFR

28. The DMD agree to reach the target sales without fail and agree to set higher growth rates in future and co-operate with the MFR, for reaching a monthly sales targets.

29. The DMD agree to give training to its staff and TMDs and Dealers for proper conversion of 5ml in to 500ml ready PGLOM and, and DFA C CDP 400mg to 50ml Calcium Liquid, or any other packing size of Concentrates, and proper and correct usage of the products covered by this arrangement by the farmers and users, and this is a primary responsibility of the DMD only.

30. All the communications sent to the DMD from MFR shall be only english language only, to which DMD agrees to receive, translated by himself and understand fully.

31. The MFR agree to supply the products with out delays. However MFR needs a Purchase Order in writing from DMD and needs 7 days time for sending supplies. The MFR agree to execute urgent orders on priority basis. Supplies will usually be sent via Couriers and will be sent directly to the

- address of the DMD which DMD agree to collect promptly. Such Courier charges shall be borne by the MFR. Lorry Freight if any is payable by DMD only.
32. The DMD agree to stock goods for 2 month's sale and give sufficient advance notice of stocks position and sales trends to MFR to enable MFR to plan production/ Stocking schedules.
33. The MFR hereby gives product performance guarantee to the DMD and if any batch/product is not performing or performing below standards, the MFR agree to replace such batch/products to the entire satisfaction of the DMD.
34. The MFR agree to abide by any licensing required to carry out the manufacturing and ensure uninterrupted supplies to the DMD. As of today the product covered is outside FCO 1985. As such the product cannot be sold through Registered Fertilizer/Pesticide shops. But can be sold by our own appointed Distributors, Dealers, Agents and Individuals. No Form "O" is required to be issued by us or any Distributors below us. Our products are not includable in Bio Stimulants also.
35. The MFR may change the, packing, secured sealing of the product, labels, etc. as and when warranted to improve the overall sales, and DMD shall agree to the same.
36. The MFR agree to put month of manufacture and batch number in each individual Pouch. The expiry of the product will be mentioned as 2 or 3 years.
37. The DMD agree that the MFR has every right to improve/change the product, packing, sealing, container, labels, content in the labels etc. for achievement of higher sales and to achieve total customer satisfaction, and to avoid duplication.
38. DMD agree that MFR has right to appoint Marketing Consultants in any State or for all over India. Such Marketing Consultants shall undertake any direct marketing for short periods which may extend maximum up to six months at heavily discounted prices or free of cost. This may be done by the MFR with prior notice to DMD and purely for boosting the sales of the products.
39. The DMD agree that MFR has right to introduce a brand name if so warranted and agree to co-operate with the MFR in such a situation.
40. The MFR has rights to decide about marketing policies, pricing, and issue guidelines of the same to DMD.
41. The MFR has right to attend/convene TMD/ Dealers meetings either in consultation with the DMD or on its own.
42. The DMD agree to initially purchase goods from MFR by paying as follows: For one District Level DMD Rs.5,00,000 [Rupees five lakhs only] and for multi District DMDs Rs.3,00,000 for each District.). The DMD agrees to invest more money as and when sales increases.

43. GST law will be complied with by both MFR and DMD as and when it become applicable to the products.
44. All local Govt. orders in the his State may be supplied by the MFR directly if so insisted by the Govt. department for which DMD shall not have any objection. No commission or order processing expenses shall be payable to the DMD if so insisted by the Govt. department. However the DMD shall be suitably compensated otherwise for all its efforts for securing such bulk orders.
45. This allotment may be terminated by the MFR by giving three months notice on the DMD
46. This general terms of allotment may be altered, varied, changed by MFR by way of amendments / simple exchange of letters in writing or an entirely new Terms of Allotment maybe made in place of this agreement, by the MFR.
47. All disputes are subject to Chennai jurisdiction only.

Agreed to By:

MANUFACTURER

District Marketing Distributor

Witness:
Witness:

(Note: Please read clause No.13 above carefully).

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