

Memorandum of Understanding For Dealers

Kaihatsu Techno Centre Pvt. Ltd. (hereinafter referred to as **KTCPL**) takes pleasure in inviting applications for Dealership of software **Bliss** terms and conditions:

A. Dealership

1. Dealership will be given for 'Primary Area of Operation' (PAO) for the purpose of office record. However, dealership being of 'Free' operate or conduct sale beyond the allotted area, provided he is able to do the installation of software and give initial training to the user.
2. The Dealership shall be deemed in force from the date of submission of this Memorandum and on issuing of formal 'Certificate Of Appointment'.
3. All terms and conditions in respect of sale of software shall be strictly as per the brochure released from time to time.
4. Dealer shall not promise any user in respect of the contents, price and frequency of the upgrades of the software of regarding incorporating writing or even verbally; unless the same is expressly mentioned in the **Bliss** brochure in force on the date of booking of the software.
5. **KTCPL** does not take any responsibility towards any hardware purchased by the users from the dealer or otherwise.
6. Dealer will be taking responsibility of installation of the software and initial training (single visit) to the user to whom he has sold the software.
7. Dealer may charge visit fee to the user for any further training or assistance or customizing or data entry. The rates for such visits may vary from time to time and will not be liable or responsible for the same.
8. In case of any installation or program errors, user should be requested to send the bug report directly to **KTCPL** site for correction.
9. There shall be no binding on **KTCPL** for offering dealership to any other person or company from the same 'area of operation' and retaining 'exclusive dealership' to any person or Dealer in future'.
10. Continuation of dealership shall depend only on performance and ability to give service to the user. The dealership shall be deemed terminated if dealer does not sell single software for a period of three consecutive months.
11. Any dispute arising out of this contract shall be settled within the Mumbai jurisdiction only.
12. Minimum two copies of **Bliss** have to be purchased by the dealer by paying full amount of the time of getting dealership.

B. Commission

1. Dealer will be entitled for commission of 40 per cent of the total amount received by **KTCPL** from the sale of software.
2. Amount received on statutory payments like Sales Tax, Octroi etc. will not be included for calculating the commission.
3. Accounts related to commission shall be settled in the first week of every month.
4. The commission will be paid only after the realization of the Cheque.
5. Terms in respect of commission-rate to be paid, shall be decided from time to time as per the promotional priorities of each software.
6. **KTCPL** may offer additional incentives depending upon the performance of the dealer.
7. Dealership will be on 'Commission on Sale Basis'. Hence, dealer will not be entitled for any benefits, compensations, etc. applicable for the software. Dealer shall be liable to dealer only in respect of the commission as specified in this contract or as announced by **KTCPL** from time to time.

C. Demonstrations

1. Dealer will be arranging demonstration of **Bliss** software and invite users for demonstration at his cost.
2. Dealer may organize demonstration in association with any Hardware Dealer, Bank, finance Company, for more effective outcome.
3. The arrangement of computers of recommended configuration for demonstration shall be made by the dealer at his cost.
4. Dealer shall use only the official brochures provided by **KTCPL**, from time to time.
5. **KTCPL** shall provide one set of brochures along with a 'Demo CD' free of cost. However, actuals may be charges towards additional promotional materials.
6. Prior approval by **KTCPL** is a must for the contents of letters, circulars, and invitations sent/mailed to users by dealers, to avoid discarding policies.

D. KTCPL Assistance

1. **KTCPL** shall provide the list of dealers and users if needed for marketing.

2. **KTCPL** can assist in making the demonstrations more economical and productive.
3. **KTCPL** will arrange to send a trained Marketing Executive for the demonstration whenever possible, on prior arrangement at **KTCPL's** potential customer.

E. Code of Conduct:

1. Dealer shall follow the instructions given by the Company from time to time and maintain the code of conduct as desired by the company.
2. Dealer shall work in full co-ordination with the representative of **KTCPL** or his superiors.
3. Dealer shall intimate **KTCPL**, any change in residential or office address or telephone numbers immediately.
4. **KTCPL** reserves the right to terminate Dealership.
5. **KTCPL** shall have the right to suspend or discontinue dealership for any of the following acts:
 - a. Insubordination or disobedience.
 - b. Corruption, dishonesty, or divulgence of the secret of the company relating to any matter whatsoever.
 - c. Acts involving moral turpitude.
 - d. Neglect of duty or incompetence.
 - e. Theft, fraud, dishonesty in connection with company's business.
 - f. Assisting the software piracy directly or indirectly.
 - g. Injuring the company's reputation in any manner whatsoever.
6. Dealer shall not collect any amount in cash on behalf of **KTCPL**. All the amount collected by the dealer shall be in the form of DD/Cheque in favour of **Kaihatsu Techno Centre Pvt. Ltd.**
7. If dealer has supplied or suggested any person/company to supply the necessary computer hardware to the users, he or she shall provide assurance or guarantee on behalf of **KTCPL**, for the hardware or its maintenance.

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Dealer's Acknowledgement

I agree with the aforesaid terms, and take sole responsibility of person/s representing me/company, in respect of all matters pertaining

Signature of the Dealer

Name:

Area of Operation:

Date:

Seal of Company:

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Signature of the Dealer

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Recommended by

For Office use only

Received on Entered by: Dealership No:

Demo CD Brochures Other Materials..... Dealership No:.....

Demo CD Brochures Other Materials Sent on

For Kaihatsu Techno Centre Pvt. Ltd.: