

Exclusive Distributor Agreement

This Exclusive Distributorship Agreement ("Agreement") is made and effective this **15/12/2025** at KURUKSHETRA, Haryana, by and between:

FROZEN WORLD (A unit of UNIQUE UMBRELLA PVT. LTD.) having its registered office at SCO 3 & 4, Ekta Complex, Opp. New Bus Stand KURUKSHETRA (Haryana), through its authorised signatory (hereinafter referred to as the "Supplier"), which expression shall, unless repugnant to the subject of context thereof would mean and include its sister concerns, legal representatives, executors, administrators, assigns, and all those claiming through it.

AND

..... w/o, duly authorised signatory signed by the Distributor, which expression shall include its assigns, successors, and all those claiming through it (hereinafter referred to as the "Distributor").

The Supplier and the Distributor shall be hereinafter collectively referred to as the "Parties" and individually as a "Party".

Therefore, in consideration of the mutual agreements and promises set forth herein, it is agreed:
WHEREAS:

The Supplier is in the business of software as set out in Schedule B in this Agreement ("Business") and developed a format/unique system/plan for the operation of the Retail Stores featuring and offering for

sale “Product/s” and related products and services all of controlled quality in accordance with “Supplier” prescribed standards, specifications, policies and procedures under the name trade mark and style of “ABUU” (the System).

“Supplier” owns and controls the Trade name and trademark “ABUU” and related trademarks and designs used in connection with the business/system.

The Distributor agrees to set up a place for the business of FROZEN FOODS in the Territory (defined below) (“Purpose”) and agrees/to offer to set up exclusively at the defined “Territory” mutually agreed by both “Parties”.

The Supplier desires to appoint Distributor, and Distributor desires to accept appointment, as an exclusive distributor of Supplier's products within the Territory as set forth herein. The Supplier shall not appoint any other distributor, dealer, or sell directly within the Territory during the term of this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

DEFINITIONS AND INTERPRETATIONS

Definitions:

The capitalised terms are defined words and the meanings are set out in this Agreement. The words that are used in this Agreement that have special meanings, specially defined words, and other guides to understanding this Agreement can be found at the end of this Agreement in Schedule as set out in this Agreement, if not earlier defined in the body of this Agreement.

This Agreement and documents referred to in it represent the entire agreement between the Parties in relation to the Purpose and supersedes all previous agreements and understandings, whether written or oral, relating to the subject matter hereof. This Agreement supersedes any offer, agreement, or term sheet issued in connection with the Purpose made available hereunder, and such offer, agreement or term sheet shall have no legal effect.

Interpretation:

In this Agreement, unless the context of it otherwise requires:

Reference to the singular includes reference to the plural and vice versa;

Reference to any gender includes a reference to all genders;

The expressions 'hereof', 'herein', and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular clause or provision in which the relevant expression appears;

The words 'including' and 'include' shall mean 'including without limitation';

Reference to any agreement or document shall be construed as a reference to such agreement or document as the same may have been amended;

References to recitals, clauses, paragraphs, annexures, and schedules are references respectively to the recitals, clauses, paragraphs, annexures, and schedules to this Agreement.

Time is of the essence in the performance of the Parties' respective obligations.

PRODUCTS

The term "Supplier's Product/s" refers to Annexure -, " in this Agreement, shall mean the products and related service parts sold by Supplier as follows: **ALL TYPES OF FROZEN FOODS AND ICE CREAMS WHICH MAY BE AVAILABLE FROM TIME TO TIME.**

TERMS OF SALE AND RENEWAL

Subject to any right of earlier termination as provided for herein, the initial term of this Agreement shall be for a period of 365 days (one Year) ie 15/12/2025 to 14/12/2026. The initial Terms shall commence on the Commencement date.

- Notwithstanding the above, it is expressly agreed that the **overall understanding and commercial relationship between the Parties shall continue for a total period of five (5) years**, subject to satisfactory performance and compliance with the terms of this Agreement.
- The Agreement shall be **renewed annually** for each successive year, up to the completion of five (5) years, unless either Party gives a written notice of non-renewal at least **90 (ninety) days** prior to the expiry of the current term.
- Except for commercial terms that may be mutually revised at the time of renewal, all other terms and conditions shall continue to remain the same during the five-year period.

The terms and conditions for renewal of this agreement subsequent to the initial term are as follows:

- Distributor shall notify Supplier in writing at least three months/90 Days prior to the expiry of the term that it wishes to exercise this option to renew.
- On Mutual Consent of both parties to renew, Distributor shall execute and deliver to Supplier prior to the commencement of the renewal term as mutually agreed.

FEEES, CHARGES, AND PAYMENT

Distributor shall pay all charges due hereunder within SEVEN (07) days after the date of Supplier's invoice. Payment shall be made as shown on the invoice. The DISTRIBUTOR agrees to pay on the dates due without deduction or set-off:

- 1.0 DISTRIBUTOR has to pay Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only) at the time of APPLICATION AS A NON-REFUNDABLE LICENSE/APPLICATION FEE.
- 1.1 DISTRIBUTOR has to pay Rs.7,50,000/- (Rupees Seven Lakh Fifty Thousand Only) (AS REFUNDABLE SECURITY AMOUNT) at the time of agreement. Security deposit shall not carry interest and be adjustable against any outstanding dues.

The LICENSE FEE will be adjusted if the verification of the business site of the distributor is found to be OK.

THE LEGAL FEE & COST with expenditure incurred in preparation and implementation of this agreement shall be borne by the SUPPLIER.

DISTRIBUTOR'S GENERAL DUTIES

Distributor shall maintain a place of business in the Territory, including suitable showroom facilities to display Supplier's Products. Distributor will be liable to maintain the space provided by him to the supplier for the sale of supplier products, and will hold the meetings of sale personnel of the supplier in the Territory.

Distributor agrees not to engage in the distribution, promotion, marketing, or sale of any goods or products that compete or conflict with Supplier's Products.

DISTRIBUTOR OBLIGATIONS (STRICT)

Distributor shall:

- ✓ Maintain cold storage infrastructure
- ✓ Not deal in competing frozen brands
- ✓ Not sub-distribute without written permission
- ✓ Not misuse brand name
- ✓ Maintain proper stock records
- ✓ Allow audit anytime

NON-COMPETE (STRONG CLAUSE)

During agreement and 2 years after termination, Distributor shall not engage in similar frozen food distribution, Use Supplier's customer data, Induce Supplier's staff or dealers.

Violation → ₹25,00,000/- liquidated damages (without prejudice to other remedies).

INTELLECTUAL PROPERTY PROTECTION

All trademarks including "ABUU" remain exclusive property of Supplier.

Distributor shall:

- Not register similar mark
- Not claim goodwill
- Not challenge ownership
- All goodwill generated belongs solely to Supplier.

Termination for Cause.

The Supplier may terminate this Agreement only for valid and reasonable cause. However, **prior to any termination**, the Supplier shall issue a **written Show Cause Notice** to the Distributor clearly specifying the alleged breach, default, or deficiency.

The Distributor shall be provided a **reasonable opportunity of not less than fifteen 30 days** from the date of receipt of such notice to submit its explanation and/or remedy the default.

Only in the event that the **Distributor fails to provide a satisfactory explanation or fails to rectify the default within the stipulated period**, the Supplier may proceed with termination of the Agreement by issuing a written termination notice.

Grounds for such termination may include, but are not limited to:

- Material misrepresentation by the Distributor
- Insolvency, bankruptcy, or liquidation proceedings against the Distributor
- Misuse of the Supplier's brand, trademark, or intellectual property
- Involvement in criminal proceedings affecting the Supplier's reputation
- Persistent poor performance against agreed obligations

Termination for Convenience

Either Party may terminate this Agreement **without assigning any reason** by giving **thirty (30) days' prior written notice** to the other Party.

Consequences of Termination:

Distributor must: Stop using brand immediately, Return assets within 7 days, Return unsold stock as directed, Clear all dues.

Failure → legal recovery + damages.

Upon termination of this Agreement:

- The Distributor shall cease to represent itself as an authorized distributor of the Supplier.
- All outstanding payments due between the Parties shall be settled.
- **Any security deposit or advance amount paid by the Distributor, including Rs.10,00,000 (Rupees Ten Lakh only), shall be refunded by the Supplier after adjustment of legitimate dues, if any.**
Any dispute arising out of or in connection with this Agreement shall be subject to the jurisdiction of the **competent courts of law.**

PERSONAL GUARANTEE

If Distributor is partnership or company:

- All Directors / Partners shall sign personal guarantee and be jointly & severally liable.

SALES AND ADVERTISING POLICIES

Sales quotas may be established by the Supplier from time to time. Distributor agrees to help in the employment of sales personnel. Supplier will cooperate with Distributor and its dealers in providing for continuous and effective advertising and promotion of Supplier's Products throughout the Territory.

WARRANTY POLICIES

If any of Supplier's Products are proven to Supplier's satisfaction to have been defective at the time of sale to Distributor, Supplier will make an appropriate adjustment in the original sales price of such product or, at Supplier's election, replace the defective product.

SUPPLIER MAKES NO WARRANTY TO DISTRIBUTOR, OR ITS CUSTOMERS, WITH RESPECT TO THE PRODUCTS, EITHER EXPRESS OR IMPLIED.

Supplier shall provide quality Products confirming to FSSAI and other statutory standards.

Supplier shall make promotional and marketing activities in coordination with Distributor.

INDEMNIFICATION

Supplier agrees to protect Distributor and hold Distributor harmless from any loss or claim arising out of inherent defects in any of Supplier's Products existing at the time such product is sold. Distributor agrees to protect Supplier and hold Supplier harmless from any loss or claim arising out of the negligence of Distributor.

FINANCIAL POLICIES

Distributor acknowledges the importance to Supplier of Distributor's sound financial operation and Distributor expressly agrees that it will:

DISTRIBUTOR has to pay Rs. 2,50,000/- initially, with the application request to become the distributor of the supplier as a non-refundable application fee.

It is expressly agreed that the said amount of Rs.2,50,000/- **having been paid once shall not be demanded, charged, or collected again at any time** during the subsistence, renewal, or continuation of this Agreement, including during the entire five (5) year period.

The supplier will send an executive to the distributor's site for verification. If the site or premises of the business are found to be okay, then the procedure for agreement will be started.

DISTRIBUTOR has to pay SECURITY AMOUNT (Rs.7,50,000/- as mutually agreed) at the time of agreement.

The Application Fee will be adjusted with the security amount if the verification is found OK.

SUPPLIER will pay Rs. 40,000/- Per month FIXED and 3 per cent of net monthly sales of the PRODUCTS to the DISTRIBUTOR for its territory. Payment begins only after first commercial sale.

Supplier reserves right to revise incentive structure with 30 days notice.

The date of start of payment will be determined from the following month of the start of the first sale of the product from the distributor's site.

Payments shall be made **on or before the 15th day of the succeeding month.**

USE OF SUPPLIER'S NAME

Distributor will not use, authorise, or permit the use of the name or any other trademark or trade name owned by Supplier as part of its firm, corporate, or business name in any way. Distributor may utilise Supplier's name, trademarks, and logos in advertising, on stationery and business cards, or on its website.

RELATIONSHIP OF THE PARTIES

The relationship between Supplier and Distributor is that of vendor and vendee. Distributor, its agents, and employees shall, under no circumstances, be deemed employees, agents, or representatives of Supplier.

TERM AND TERMINATION

Unless earlier terminated as provided below, the term of this Agreement shall commence on 15/12/25 and shall continue until 14/12/26.

Obligations on Termination:

On termination of this Agreement, Distributor shall cease to be an authorised distributor. Distributor will have to return all the ASSETS of the SUPPLIER with all STOCKS, and after clearing all the liabilities by the Distributor, THE SUPPLIER will refund the security amount (Rs.7,50,000/-).

Refund on Termination Due to SUPPLIER'S Default

In the event that the Contract is terminated for any reason attributable to the Supplier, including but not limited to non-performance, breach of contractual obligations, failure to deliver goods/services as per agreed specifications, or unilateral withdrawal by the Supplier, the Supplier shall be liable to refund the entire amount of **Rs. 10,00,000/- (Rupees Ten Lakh only)** received under this Contract to the Distributor within **15 days** from the date of such termination.

The said refund shall be **mandatory and unconditional**, and the Supplier shall not withhold or adjust any portion of the amount on any ground whatsoever. Failure to refund the amount within the stipulated period shall render the Supplier liable for appropriate legal action, and the Distributor shall be entitled to recover the same through **appropriate legal proceedings in a competent court of law having** jurisdiction in Delhi/Haryana.

NOTICES

Either Party may terminate this Agreement by giving **90 days' prior written notice**. Immediate termination may occur only in case of fraud or material breach. Any notice required by this Agreement shall be in writing and shall be given to the appropriate party by personal delivery or recognised overnight services.

FORCE MAJEURE

Neither party liable for delay due to natural disaster, war, pandemic, government restrictions.

CONFIDENTIALITY

Distributor shall not disclose: Pricing structure, Margins, Supplier business model, Dealer data.
Breach → immediate termination + damages.

GOVERNING LAW

This Agreement shall be construed and enforced according to the laws of the State of Haryana, and any dispute under this Agreement must be brought in this venue and no other. Arbitration shall be conducted under Arbitration & Conciliation Act 1996.

ENTIRE AGREEMENT

This Agreement supersedes all previous oral/written understandings.

No amendment valid unless in writing signed by Supplier and Distributor

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

(SUPPLIER)

(DISTRIBUTOR)

FROZEN WORLD
AUTHORISED PERSON SIGNATURE

KAVITA GUPTA
PROPERITOR SINGNATURE

SCHEDULE A: DEFINITIONS

“Agreement” means this Distribution Agreement.

“Distributor” means

“Supplier” means FROZEN WORLD, KURUKSHETRA, Haryana.

“Appointment of the Distributor” means One Year (365 days).

“Products” shall mean the products, related service parts, and accessories manufactured and/or sold by the supplier.

“Territory” means A DISTRICT OF DELHI NAMED NORTH DELHI CONTAINS PIN CODE 110007,110009, 110033, 1100054,110084,110085, etc

PAYMENT DETAILS

Rs. 55,000/- DATED 09/12/2025
Rs. 2,50,000/- DATED 21/12/2025
Rs. 7,00,000/- DATED 22/12/2025

SAMPLE