

DISTRIBUTION AGREEMENT

PURCHASER SPECIFIC

DEPT. OF STAMP & REGISTRATION

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This **Distribution Agreement** ("Agreement"), dated 17th day of October, 2013 ("Effective Date"), is made by and between –

TE CONNECTIVITY INDIA PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 with its registered office at "TE PARK", 22-B, Doddanekundi Industrial Area, Whitefield Road, Bangalore, -560048 (hereinafter referred to as "TE", which expression where the context requires or admits, include its successors and permitted assigns. For purposes of this Agreement, the term TE shall include affiliates and subsidiaries of TE, each of whom may sell Products to Distributor and enforce the terms of this Agreement.);

AND

Network Electro Devices Pvt Ltd, a private limited company incorporated under the Companies Act, 1956, with its registered office at 52B / 4LM, Chotani Building, Proctor Road, Grant Road East, Mumbai - 400007 (hereinafter referred to as the "**Distributor**", which expression where the context requires or admits, include its successors and permitted assigns).

For the purposes of this Agreement TE and the Distributor may also be referred to individually as a "**Party**" and collectively as the "**Parties**", as the context may require.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1. DISTRIBUTION RIGHTS

TE grants to the Distributor and the Distributor accepts:

- the right to promote, market and sell on a non-exclusive basis for a period of one year from the Effective Date (the "**Term**"), unless terminated earlier, and limited to the Territory and **TO ONLY THOSE PURCHASERS**, and only those TE products as listed on **Exhibit "A"** annexed hereto (the "**Products**"); and
- a non-exclusive licence to use the TE's drawings, specifications, manuals and other documents relating to the Products specified in **Exhibit B** annexed hereto, during the term of this Agreement.

2. TERRITORIAL RESTRICTION

The Distributor must not during the Term sell, solicit sales of or promote the Products outside of the Territory as stated in **Exhibit A**. The Distributor shall refer to TE all inquiries or orders for the Products received by the Distributor from outside the Territory.

3. PERFORMANCE REQUIREMENTS

3.1 Minimum Annual Sales

The Distributor will sell **INR 60 LAKHS** per annum of the Products within the Territory during each calendar year. The calculation of Products and quantities sold (less returns) will be based on the point of sales reports.

3.2 Stocking

The Distributor will stock such quantities of Products as the Distributor reasonably requires for the proper servicing of its customers.

