

STANDARD VENDOR AGREEMENT

This agreement is entered between Be Utopian Technosoft Pvt Ltd having its registered office at 2nd floor, 10 mill officers colony, opposite times of india, Ashram road 390009 & _____ hereinafter called as vendor. The vendor is hereby desirous of supplying products to Be Utopian Technosoft Pvt Ltd. The Company has hereby agreed to source material from the vendor on the following terms and conditions.

Scope The terms and conditions of this Agreement set forth Be Utopian Technosoft's offer and apply to Vendor with respect to Vendor's provision of goods, supplies and incidental services ("**Products**") to Be Utopian Technosoft. Products include all types of packaging supplies, IT Products (Laptop, Desktop, Printers, CCTV etc.), Racks, Pallets, Stationary, Ropes, MHE's and similar items for Be Utopian Technosoft's operations. This Agreement is effective as of the date this Agreement is signed by Vendor on page 2 of this Agreement (the "**Effective Date**") and applies to any shipment of Products made by Vendor to Be Utopian Technosoft from and after the Effective Date.

This Agreement includes the terms and conditions of all attached Exhibits. If there is any conflict between the terms of this Agreement and any other document signed by parties, the terms of this Agreement shall govern.

Execution of Agreement

By its execution of this Agreement, Vendor represents and warrants that Vendor's execution and delivery of this Agreement to Be Utopian Technosoft has been duly authorized by all necessary corporate or other action on the part of Vendor.



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Purchase Order Information

Vendor's shipment of Products in response to a Be Utopian Technosoft purchase order, whether electronically, orally or hard copy generated, constitutes Vendor's unconditional acceptance of this Agreement and Conditions.

Purchase Order: Cancellation. Be Utopian Technosoft reserves the right to cancel a Be Utopian Technosoft Purchase Order without penalty by notice to Vendor on or before the given cancellation date and at any time if the completion or delivery date is not met or if prior to such date, Be Utopian Technosoft had reason to demand adequate assurance of due performance and such assurance is not forthcoming within (2) two days after the date of Be Utopian Technosoft's demand. If a delivery date or completion date is not specified on the Be Utopian Technosoft Purchase Order a reasonable time will be allowed. Be Utopian Technosoft may cancel the unreceived portion of a Be Utopian Technosoft Purchase Order at any time if delivery of the Products is not timely. If no cancellation date appears on the front of the Be Utopian Technosoft Purchase Order, the cancellation date will be a reasonable period of time prior to the shipment of the Products. If Vendor ships the Products before the "ship on" date, after the cancellation date, or after actual cancellation, Be Utopian Technosoft may, in the exercise of its sole discretion, refuse the shipment. Any and all loads created at Vendor's dock must be segregated by individual Be Utopian Technosoft Purchase Order

Non-Conforming or Unordered Products. Be Utopian Technosoft will have no obligation to accept or pay for any unordered Products or Products shipped that do not conform to, or comply with, the terms and conditions of the Be Utopian Technosoft Purchase Order or the terms and conditions of any



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agreement to which these Be Utopian Technosoft Purchase Order Terms and Conditions are attached, including shipping and routing instructions and dates of shipment and delivery. If Be Utopian Technosoft takes delivery of such nonconforming order, or any part of such an order, Be Utopian Technosoft reserves the right to deduct from its payment all actual or reasonable expenses, including but not limited to transportation, inspection, receipt, ticketing, re-ticketing, recall, care and custody of the Products, and notice to Vendor incurred as a result of such non-conformity or non-compliance. If Be Utopian Technosoft takes delivery of any unordered or non-complying Products, Be Utopian Technosoft may, without notice to Vendor of such fact, ship the unordered or non-complying Products to Vendor at Vendor's cost and expense. Be Utopian Technosoft will have no obligation to accept or to pay for any substituted goods or excess shipment of any Products made without Be Utopian Technosoft's prior written approval. Vendor will not backorder any Products subject to the Be Utopian Technosoft Purchase Order without Be Utopian Technosoft's prior written consent. Vendor must pay all shipping costs associated with a backorder. All backorders should receive the best of pricing and terms at either the time of original order or at the time of actual shipment. All terms and conditions of the Be Utopian Technosoft Purchase Order apply to any Products on backorder.

Right of Inspection. Be Utopian Technosoft will have the right to inspect the Products and reject any nonconforming Products within Thirty (30) days of delivery. This right of inspection, whether exercised or not, will not affect Be Utopian Technosoft's right to revoke acceptance or pursue other remedies if defects or nonconformities are discovered at a later date, notwithstanding that any defect or nonconformity could have been discovered upon inspection. Payment by Be Utopian Technosoft will not be construed as an acceptance of Products, or as a waiver or limitation of any of Be Utopian Technosoft's rights as set forth herein. In no event will Vendor



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sell or distribute to third parties any Products that contain logos, trade names, trademarks or labels of Be Utopian Technosoft, even if rejected by Be Utopian Technosoft as nonconforming

Productivity Gains and Cost Reductions. Throughout this Agreement, Vendor and Be Utopian Technosoft will actively seek quality improvements, productivity gains and cost reductions and these shall be shared on a mutually agreeable basis as they occur

Payments Subject to Claims/Defenses. All amounts payable to Vendor will be subject to all claims and defenses of Be Utopian Technosoft, whether arising from the Be Utopian Technosoft Purchase Order or any other transaction. Be Utopian Technosoft has the right to set off and deduct against any such amounts all present and future indebtedness of Vendor to Be Utopian Technosoft (which includes all of its affiliates). Vendor will be deemed to have accepted each debit amount or vendor chargeback within fifteen (15) days following receipt of notice of same, unless Vendor notifies Be Utopian Technosoft's Accounts Payable Department (marked "Correspondence") in writing during such period as to why the deduction should not be made and provides sufficient documentation of the reason(s) given

Taxes and Other Charges. Unless otherwise agreed in writing, the contract price includes all central, state and local taxes, tariffs, import duties, commissions and other charges, except taxes Vendor is required by law to collect from Be Utopian Technosoft. Such taxes, if any, will be separately stated in Vendor's invoice and will be paid by Be Utopian Technosoft unless an exemption is available. Vendor will obtain and pay for any licenses, permits, or inspections by public bodies required in connection with the manufacture, completion, or delivery of the Products



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Force Majeure. TIME IS OF THE ESSENCE. However, Be Utopian Technosoft excuses Vendor from nonperformance or delays in delivery caused by acts of God, unforeseeable occurrences or other force majeure events, but Vendor agrees it is not excused by unexpected difficulty or commercial impracticality of any degree. Be Utopian Technosoft may cancel the unreceived portion of a Be Utopian Technosoft Purchase Order at any time if delivery of the goods is not timely. Be Utopian Technosoft reserves the right to reject any shipment of any order of goods from Vendor and shall have no obligation to pay for the rejected shipment in the event that Be Utopian Technosoft's business or operations are discontinued in whole or part by reason of fire, flood, earthquake, war, civil disorder or any other act or event beyond Be Utopian Technosoft's reasonable control

Indemnification. Vendor will protect, defend, indemnify and hold harmless Be Utopian Technosoft, its subsidiaries and affiliates, and its and their directors, officers, employees, agents, contractors, successors and assigns from and against any and all claims and actions (including those in strict liability), demands, liabilities, losses, costs and expenses (including attorney's fees,) including, without limitation, liabilities arising from any actual or alleged injury to or death of any person, damage to any property, and any other damage or loss, by whomsoever suffered, including Vendor's or Be Utopian Technosoft's agents or employees, resulting or claimed to result, directly or indirectly, from

1) the Products, including Be Utopian Technosoft's purchase, use, shipment, storage, delivery, sale, offering for sale, or other normal handling of the Products, or

2) Vendor's actual or alleged breach of any of the representations, warranties, guarantees or other terms and conditions contained herein, except if such liability is caused by the sole negligence or willful



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misconduct of Be Utopian Technosoft or its employees. In addition to the foregoing, if any of the Products purchased or any part thereof is alleged or held to constitute infringement, Vendor, at its own expense, will either

- (i) procure for Be Utopian Technosoft, its successors, assigns, and customers the right to continue using such Products, (ii) replace the Products with non-infringing items or (iii) only if options (i) and (ii) are impracticable, refund the purchase price for the Products and pay all related expenses

Title and Risk: Shipment. Unless otherwise indicated on the Be Utopian Technosoft Purchase Order, title and risk of loss with respect to the Products will remain with Vendor until the Products have been delivered to and accepted by Be Utopian Technosoft, or an agent or consignee duly designated by Be Utopian Technosoft, at the location specified on the front hereof. A packing slip must accompany each shipment. If a shipment is to a consignee or agent of Be Utopian Technosoft, a copy of the packing slip must be forwarded concurrently to Be Utopian Technosoft. If no packing slip is sent, the count or weight reported by Be Utopian Technosoft or its agent or consignee will be final and binding upon Vendor with respect to such shipment

Public Announcements. Vendor will inform and obtain the prior written consent of Be Utopian Technosoft prior to making any public announcement, through press releases or otherwise, concerning its relationship with Be Utopian Technosoft

Non Competition Clause:

The Vendor shall not reach out to the end customer whom Be utopian Technosoft Pvt Ltd is Billing. It will attract penalties and future business loss to the vendor.

ROUTING TRANSACTIONS THROUGH OTHER PARTIES

Vendor shall not route any transaction with the company through any other name or account. It shall present only one face to the company to deal with.



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Terms and Conditions

Be Utopian Technosoft's standard vendor agreement and all purchase orders are subject to Be Utopian Technosoft's purchase order terms and conditions (the "terms and conditions"), and shipping instructions, as revised or amended from time to time.

and vendor acknowledges receipt, review and acceptance of the terms and conditions and routing and shipping instructions.

sending a written acceptance and/or commencement of any work, services, or delivery of goods under a Be Utopian Technosoft Purchase order shall constitute vendor's acceptance of the terms and conditions, accounting office policies, and routing and shipping instructions.

Price Change Notification

Vendor must deliver to its Be Utopian Technosoft Representative written notice of any proposed price increase at least 30 days prior to the effective date of such price increase. Written notice of any proposed price decrease must be delivered at least thirty (30) days prior to the effective date of such price decrease.

Production Process Changes

Vendor shall notify Be Utopian Technosoft a minimum of 120 days in advance of making any changes to items/materials provided by Vendor, or raw materials/formulations/feedstocks used to produce items/materials or changes to the production process, or production equipment, suppliers and/or locations.



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Vendor shall obtain Be Utopian Technosoft's written consent that such changes do not render the materials supplied hereunder unsuitable for Be Utopian Technosoft's use prior to instituting such changes.

Be Utopian Technosoft will review the requested change and if authorized by Be Utopian Technosoft, Vendor must obtain Be Utopian Technosoft's written consent that such changes do not render the materials supplied hereunder unsuitable for Be Utopian Technosoft's use prior to instituting such changes.

Confidential Information

Vendor acknowledges that it may from time to time possess Confidential Information that has been created, discovered, developed by or provided to it by or on behalf of Be Utopian Technosoft, which information has commercial value in Be Utopian Technosoft's business and which is not in the public domain. As used herein, "**Confidential Information**" means all information (whether oral, observed, or written) that is marked or treated as confidential, restricted, or proprietary by Be Utopian Technosoft, including but not limited to customer information, pricing information, product information, employee information, information regarding business planning and operations, and administrative, financial and marketing activities.

Vendor will protect Confidential Information with the same degree of care that it uses in protecting its own confidential information, but not less than reasonable care. Vendor will not, without Be Utopian Technosoft's prior written consent, use or disclose any Confidential Information to any person except its authorized employees who require the same in connection with fulfilling Vendor's obligations to Be Utopian Technosoft. Vendor



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will not commercially utilize any Confidential Information without Be Utopian Technosoft's express prior written consent.

Shipping Instructions

Provide Be Utopian Technosoft with a contact name, address, and phone number, for each of Vendor's ship points, to receive updates to standard routing instructions.

Ship Products according to the date specified on the Be Utopian Technosoft Purchase Order. Products shipped to arrive before the "due on" date or shipped after the cancel date need to be approved by Be Utopian Technosoft Representative.

Facility Approval.

All facilities used by Vendor to manufacture Product must pass a facility audit conducted by a Be Utopian Technosoft representative or an approved outside agent. Facilities must comply with all applicable laws, regulatory requirements, Be Utopian Technosoft specifications. Costs associated with the inspection are the responsibility of Vendor.

Non-Compliant Vendors. Be Utopian Technosoft may designate Vendor as a Problem Supplier based on poor quality Product, an unsatisfactory facility audit, excessive customer complaints, regulatory problems, lack of adherence to Be Utopian Technosoft specifications, or other problems determined by Be Utopian Technosoft in its sole discretion. The cost of added inspections, testing or reformulation necessary to correct the problem to Be Utopian Technosoft's satisfaction will be at Vendor's expense. Vendor's refusal to pay these charges or to correct the problem to Be Utopian Technosoft's



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satisfaction will be grounds for terminating Vendor as a supplier to Be Utopian Technosoft.

Approved Vendor Evaluations. Be Utopian Technosoft from time to time may deem it necessary to conduct subsequent plant evaluations, Product audits, and/or grading trips at Vendor's expense.

In addition Vendor must:

- a. Provide Be Utopian Technosoft with quality Product that meets all current specifications;
- b. Maintain facilities, products, records, and procedures that comply with applicable laws and regulatory requirements for safety and quality;
- c. Have in place recall procedures acceptable to Be Utopian Technosoft;
- d. Maintain adequate code dating, quality, and shipping records that ensure expeditious and successful withdrawal of nonconforming Product;
- e. Respond promptly with an appropriate explanation to information requests or questions by Be Utopian Technosoft;
- f. Respond promptly and maintain records on all Product complaints identified by Be Utopian Technosoft;
- g. Report complaints or inquiries from any health or governmental authority regarding Vendor, its facilities or Product;
- h. Maintain finished Product and packaging inventories reasonably necessary to provide Be Utopian Technosoft with an ongoing supply of Product per the agreed-upon order lead-time;
- i. Keep Be Utopian Technosoft fully informed of difficulties encountered or anticipated in quality, financing, production or shipping, which could result in lost sales, profits or customer dissatisfaction



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INVOICE DETAILS TO BE PROVIDED

Accounting Office Vendor must provide a separate invoice for each Be Utopian Technosoft Purchase Order shipped.

Policies Each invoice must include the following:

- Unique invoice number;
- Valid Be Utopian Technosoft Purchase Order number;
- Vendor name and "remit to address;"
- Complete address to which the product was shipped;
- Net payment before cash discount;
- Payment terms;
- Total shipped quantity and total invoiced quantity
- Invoice date on or after the ship date

VIOLATION OF ANY TERMS SET HEREINABOVE

Violation of any terms set in above shall be construed as material breach of contract and renders vendor liable for penal damages. The contract can be terminated forthwith without any notice.

ARBITRATION

All disputes arising between the parties shall be mutually negotiated. If the same could not be resolved within 15 days, the matter shall be referred to a sole Arbitrator. The seat of Arbitration shall be Ahmedabad and only the courts of Ahmedabad shall have jurisdiction as per the Arbitration and Conciliation Act.

This contract is entered in Ahmedabad and courts of Ahmedabad shall alone have jurisdiction.



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Notices

Any notice called for in this Agreement must be in writing, sent to the contacts designated on the signature page of this Agreement and may be given electronic mail. Notices given by personal delivery will be effective on delivery; by electronic mail when acknowledged as received. Either party may designate another notice address in a notice given pursuant to this Section

ANTI BRIBERY

It is hereby clarified that Company reserves right to take strict criminal against any vendor who bribes or tries to bribe any official of the company. Bribery includes any form of financial, commercial or social gain to any person directly or indirectly related with the company. It is not necessary that any financial loss shall be caused to the company to establish any bribery. The company reserves right to hold all payment of the vendor if it is of the view that vendor has indulged in any such practice. Further the vendor will be blacklisted and not allowed to participate in any transaction of the company.



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