Draft OEM Authorization Agreement

Date: 15/01/2022

1. Acceptation Time duration

1.1 OEM will have to accept the authorization request of its seller within 48 hours, and provide the authorization code to reseller.

2. Consultancy Charges Percentage Interests.

2.1 For purposes of this Agreement, “Percentage Interest” shall mean with respect to Bizhelp (SR Group) and OEM (Name), Consultancy Charges for OEM Authorization will be in a proportion ratio. Biz Help will retain 75% of the Consultancy fee and will pay 25% to the OEM.

3. Profit Margins.

3.1 The proportion of consultancy charge margins booked between each of the Bizhelp (SR Group) and OEM (Name) shall not deviate from the profit margins as set out in the Base Case Financial Model, except for deviations of no more than plus or minus five per cent. (±0.05%) required for tax or accounting purposes, unless the prior written consent of the Intercreditor Agent has been received.

4. Effect of Non-Acceptance.

4.1 If OEM does not accept Section 2 of the Agreement, the Company will charge 0.05% on Orders received from Resellers made by the Company.

5. Notices and Service

5.1 Any notice or other documents to be given under this Agreement shall be in writing and delivered either (i) electronically, (ii) in person, postmarked, stamped and sent by certified mail, postage prepaid, or (iii) sent and delivered by common overnight courier, to the Party concerned at the address or electronic address as one Party may from time to time designate to the other Party

6. Termination of Reseller

6.1 Any cancellation of authorization under this Agreement shall be in writing and delivered either (i) electronically, (ii) in person, postmarked, stamped and sent by certified mail, postage prepaid, or (iii) sent and delivered by common overnight courier, to the Company and Reseller before 24 hour of cancellation.

7. Consequences of Termination

7.1 Upon termination or conclusion of this Agreement and subject to the following provisions, OEM shall approve all the reseller provided by the company prior to the effective date of such termination or conclusion ("Accepted Orders"), and Company shall, upon receipt of such payment, deliver such Accepted Orders in accordance with the terms of this Agreement.

7.2 With reference to section 8 of the agreement, Make Sure, OEM shall not have any authority of removing the authorization of the Reseller before the completion of the authorization term.

8. Investigation and Proceedings.

8.1 Each party hereto shall advise the other promptly (i) the happenings of any event that makes untrue any statement or which requires the making of any change, in the registration statement or prospectus for the Contracts in order to make the statements therein not misleading.

8.2 During the Interim Period of the Agreement, the OEM shall provide the Company with an appropriate number of Designated Officers, Employees, Consultants, Representatives or Agents and permit the Company to conduct an investigate or audit into the OEM's GeM Account in the Interim Period of the Agreement. If there is any misconduct with the reseller,

9. Authorization Certificate.

9.1 OEM shall provide the Authorization Code with Authorization Certificate (Authorization certificate provide to authority of reseller to participate in Direct/Bid RA)

10. Duration and Termination

10.1 The term of this Agreement shall begin as of the Effective Date (as defined herein) and shall remain in effect until the end of the then-current calendar year, unless sooner terminated as provided pursuant to this Section 8. The term of this Agreement shall then automatically renew for subsequent one-year terms (based on calendar years), unless a Party gives a written notice of non-renewal to the other Party not less than thirty (30) days prior to the end of the then-current term. If a Party properly gives a notice of non-renewal, then the Agreement shall naturally conclude at the end of the then-current term.

10.2 Notwithstanding Section 8.1, either Party may, upon written notice, immediately terminate this Agreement for Cause. For the purposes of this Agreement, the term "Cause" shall refer to the following events:

(a) The other Party is in breach of this Agreement and such breach is not cured or substantially cured within thirty (30) days after written notice of such breach; or

(b) The other Party becomes bankrupt or insolvent; has a receiver or liquidator appointed (other than for the purpose of amalgamation or reconstruction); or ceases or threatens to cease to carry on its business.
Additionally, the term “Cause” shall also refer to the following as it relates to the right of Company to terminate the Agreement:

(c) There is a significant or material change in the operational management or ownership of OEM;

(d) OEM fails to timely Approve reseller Requests Provided by Company for the Authorization, when they become due, either in accordance with this Agreement.

(e) OEM fails, as determined by Reseller in its reasonable discretion, to remain technically-qualified, competent, and/or certified with respect to the Products and/or Services;

(f) OEM engages in act(s), or is being investigated for engaging in act(s), that are likely to degrade the reputation or goodwill of Company and its Services, as determined by Company in its reasonable discretion.

10.3 Any notice of non-renewal or termination must be given in writing to the other Party in order to be valid.

11. No Assignments or Transfer of Rights

11.1 Each Party represents and warrants to the other Party that this Agreement has been duly executed and delivered, and constitutes the legal, valid, and binding obligations of such Party enforceable against such Party in accordance with its terms.

11.2 OEM shall not assign its rights and obligations under this Agreement to any third-party without the prior written consent of Company.

11.3 During the term of this Agreement, OEM shall promptly notify Company of any significant or material change in the operational management or ownership of OEM that may occur, including, without limitation, any material change in the managers, Employees, agent, directors, or owners of OEM that arises as a result of new owners joining or present owners leaving its company.

12. Marketing of the Products

12.1 Company shall use its best efforts (i) to promote the sale of the Products and/or Services throughout the Territory

12.2 In connection with the promotion and marketing of the Products and/or Services, the Company shall, at its own cost:

(i) make clear, in all dealings with customers and prospective customers, that it is acting as an independent provider of the Products or Services, and is not acting as an agent or representative of Company;

(ii) comply with any and all federal, state, and local statutes, rules, regulations, and ordinances relating to the advertisement, storage, delivery, sale, export, and installation of the Products or Services;

(iii) OEM provide Company, for prior formal written approval, draft copies of all sales or marketing materials, including press releases press invitations, catalogues, brochures, pamphlets, or manuals, used by the Reseller which otherwise include or relate to the Products or Services;

(iv) Reasonably participate in all Company-related branding, promotions, and/or campaigns related to the Products or Services;

(v) OEM maintain an active and suitably trained sales force and ensure that such sales force is continually trained with current technological developments relevant to the Products or Services;

12.3 If reseller had gross negligence, willful misconduct, or damages the OEM, OEM suffer or incur in connection with any action or omission of the reseller, Each Reseller shall bear its pro-rate share of such damages in accordance with such OEM Prorate interest, and Reseller shall liable to any OEM with respect any action. The company shall not part of the reseller's misconduct and misleading statement, not liable for any indemnification to OEM. OEM will act as an independent provider of the Products or Services, and is not acting as an agent or representative of Company

13. No General Exclusivity or Obligation of Non-Compete

13.1 OEM is not subject to any obligation of non-compete and may authorize similar Services from another Service provider. However, if Company specifically refers a customer and/or customer project to OEM, then OEM shall not offer competing Services to such customers or projects. If the OEM deems that one of more of the Services is not suitable for the customer opportunity, then the OEM shall promptly notify Company to discuss an alternative solution mutually agreeable to both Parties.

13.2 Company and its subsidiaries and affiliates may actively and passively distribute the Products and Services either on their own or through other OEM, sales representatives, or agents both inside and outside of the Territory without any restrictions. Company shall not be restricted in any way from doing business with any third-party or making a third-party a OEM of Company, even if such third-party is a direct competitor with OEM.

14. Misleading or Untrue Communication.

14.1 OEM, any person representing the OEM, and any other person to the knowledge of the OEM may not authorize a reseller, if any, in respect of the authorization required by this Agreement, and no written statement or certificate furnished or to be furnished by or on behalf of the Company, any untrue statement of a material fact or will omit to state a material fact necessary in light of the circumstances to make the statements contained herein or therein misleading.

15. Confidentiality

15.1 “Confidential Information ” means, whether provided orally, in writing or electronically, and whether or not such information is expressly stated to be confidential or marked as such: (i) any knowledge, information, or data that is proprietary or confidential to a Party or its business, and (ii) any information that is disclosed by a Party to the other Party pursuant to or in connection with this Agreement, including but not limited to any and all Business Plans executed between the Parties and the information contained therein or disclosed thereto. Unless otherwise provided in writing to the receiving Party, “ Confidential Information” shall not refer to any promotional or marketing material relating to the Products and/or Services that is disclosed to Party specifically for distribution or release to third-parties, including customers, vendors, or the public at large.

15.2 Except as provided by Section 10.4, the Parties shall, at all times during the term of this Agreement, and for a period of five (5) years after its termination:

(a) keep all Confidential Information confidential and not disclose any Confidential Information to any third-party except to the officers, employees, consultants, or agents of the receiving Party who have a need to know the Confidential Information and who are otherwise under an obligation to keep such Confidential Information confidential; and

(b) Not use any Confidential Information for any purpose other than for the performance of the obligations of the Party under this Agreement.

Notwithstanding the foregoing, if any Confidential Information contains or is comprised of any trade secret (as defined under the Uniform Trade Secrets Act), then the receiving Party shall not disclose, or permit to be disclosed, such Confidential Information for a period of five (5) years or until such Confidential Information no longer contains or is comprised of a trade secret, whichever is later.

15.3 The Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own Confidential Information. If a receiving Party makes copies of Confidential Information, then such copies shall also constitute Confidential Information. Neither Party shall reverse engineer, disassemble, or decompile any Confidential Information.

15.4 The Confidential Information disclosed by a Party shall remain confidential under the terms of this Agreement unless, and then only to the extent that:

(a) It is established that the Confidential Information is in the public domain for reasons other than as a result of a breach of this Agreement by the receiving Party; or

(b) The Confidential Information is supplied to the receiving Party by a third party as a matter of right and not in violation of any confidential relationship or obligation with the disclosing Party; or

(c) The Confidential Information is in the possession of the receiving Party before the receipt from the disclosing Party, as evidenced by written documents or records of the receiving Party; or

(d) The Confidential Information is required to be disclosed in a judicial or administrative proceeding pursuant to a court order by a court of competent jurisdiction, or is otherwise requested or required to be disclosed by law or regulation; provided, however , that the receiving Party shall promptly notify the disclosing Party of such disclosure, and, upon written request of the disclosing Party, shall cooperate in all reasonable respects to contest or limit such disclosure or otherwise obtain a protective order; or

(e) Disclosure of the Confidential Information by the receiving Party is authorized in writing by the disclosing Party.

15.5 Each receiving Party shall, upon termination or conclusion of this Agreement, or at any earlier time upon the request of the disclosing Party, immediately return or destroy all Confidential Information received from the disclosing Party, and information developed therefrom and copies thereof, and retain none for its files.

15.6 Each Party shall be completely responsible for maintaining the secrecy and confidentiality of the Confidential Information conveyed to it by the other Party in

accordance with the terms of this Agreement. Each Party shall be responsible in this regard for the actions and activities of all of its officers, employees or agents working with or otherwise having access to the Confidential Information received hereunder and shall take reasonable measures, including requiring the execution of appropriate confidentiality agreements, to protect against unauthorized use or disclosure of Confidential Information belonging to the other Party.

16. Applicable Law; Equitable Relief

16.1 This Agreement shall be governed by the substantive internal laws of the State of Delhi without reference to or application of its choice of law or conflict of law rules or principles.

16.2 Each Party agrees that a material breach by the other Party of this Agreement may cause the non-breaching Party irreparable injury for which it would have no adequate remedy at law, and that such non-breaching Party shall be entitled to specific performance or preliminary or other injunctive relief in addition to any and all remedies the non-breaching Party may otherwise be entitled to at law, in equity, or pursuant to this Agreement.

17. Penalty Clause.

17.1 The penalty clause of the Contract is twenty percent (20%) of the total value of the Contract, and shall apply as indicated in the General Conditions