

DISTRIBUTION AND BUSINESS DEVELOPMENT AGREEMENT

This Distribution and Business Development Agreement ("Agreement") is made and entered into on 02-07-2026, by and between:

PARTY A –

(Hereinafter referred to as the "Principal")

Address:

AND

PARTY B

(Hereinafter referred to as the "Distributor")

Address:

Person Operating:

Operating Areas:

WHEREAS:

The Principal is engaged in the manufacturing, assembling, and sale of Electric Bikes of multiple models and ranges under the brand name "EVOO".

The Distributor is engaged in distribution and business development of products and desires to act as a Distributor and Business Development agent for the Principal in the areas mentioned above, and in other cities subject to the satisfaction of PARTY A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. APPOINTMENT

1.1. The Principal hereby appoints the Distributor for the areas mentioned above, and other cities subject to the satisfaction of PARTY A. The Distributor agrees to act in such capacity and to diligently promote and sell the Principal's Electric Bikes. If Party B engages any other party or company for the sale of EV bikes at its showroom, the Principal shall be entitled to object to, and claim against, such conduct.

1.2. The Principal will not appoint any other Distributor in the said area.

2. RESPONSIBILITIES OF THE DISTRIBUTOR

2.1. Communication: The Distributor will communicate all queries, concerns, claims, warranties, and orders to the Principal.

3. RESPONSIBILITIES OF THE PRINCIPAL

3.1. Branding and Marketing: The Principal will be responsible for the branding and opening of the Distributor's outlet. Moreover, standees and printing materials shall be made available to the Distributor.

3.2. Warranties: The warranty on EV bike batteries and motors shall be as per the Company's policy, commencing from the date of sale of the EV bike. Party A will be responsible for providing new batteries/motors within 72 hours.

3.3. Advance Payment: 100% advance payment will be deposited by the Distributor at the time of placing the first order; thereafter, the payment ratio will be 20:80 for a period of 30 days. The Principal will ensure delivery within 4 days, or as committed under specific circumstances.

4. TERM AND TERMINATION

4.1. Commission: The Distributor will receive a commission of 15% per Scooty sold, and for motorbikes: E70/E100/E125 – Rs. 30,000; E125 Special – Rs. 40,000; and E150 – Rs. 50,000. A non-refundable security of Rs. 5,00,000 (Five Lac) shall be deposited into the Principal's account, along with an initial investment of 50 bikes per station.

4.2. Term: This Agreement shall commence on the date first written above and shall continue indefinitely until terminated by either party with 2 months' (60 days) written notice.

4.3. Termination for Cause: Either party may terminate this Agreement immediately for cause if the other party breaches any material term of this Agreement and fails to remedy such breach within 15 days of receipt of written notice specifying the breach.

4.4. In the event the Principal terminates this Agreement, the Principal will lift the stock from the Distributor's showroom.

5. GENERAL SALES TAX

5.1. Party A will be responsible for paying/providing the GST paid receipt in favor of Party B, as per Government rules and regulations.

7. MISCELLANEOUS

7.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Pakistan. Moreover, all standard clauses generally in vogue shall apply as per the contract law in force.

7.2. Amendments: This Agreement may only be amended in writing, signed by both parties.

7.3. Removal of Difficulties: The parties shall be at liberty to sign any supplementary agreement to address any deal, circumstance, or occasion not covered under this Agreement.

7.4. Booking Policy: If Party B makes an advance booking as per the Company's policy, Party A will give a special discount of Rs. 5,000 per unit.

8. PACKAGE OFFERS

8.1. Party A will bear Rs. 65,000 as rent, subject to the sale of 22 units per month for every station.

8.2. Party A will bear Rs. 35,000 as the technician's salary for the distribution.

8.3. Party A will provide a 1.5-ton AC and furniture for the showroom.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

PARTY A “PRINCIPAL”

Contact:

Phone:

By: _____

PARTY B “DISTRIBUTOR”

By: _____

Name:

Contact:

Designation: