



उत्तर प्रदेश UTTAR PRADESH

FC 986796



pitney bowes

THIS CHANNEL PARTNER AGREEMENT (the "Agreement") is made on 19th Sep 2019 (the "Effective Date")

BETWEEN:

(1) **PITNEY BOWES INDIA PVT LIMITED**, a company incorporated under the Indian Companies Act 2013 and having its registered office at D-7/3, Okhla Industrial estate, Phase II, New Delhi 110 020 ("Pitney Bowes")

AND

(2) **M/s Broadway Infotech Pvt. Ltd.**, a company incorporated under the Indian Companies Act and having its registered office at A-64, Sector 63 Noida , Gautam Buddha Nagar Pin Code 201307, Uttar Pradesh (the "Channel Partner")

(collectively, the "Parties" and each, a "Party")

NOW IT IS HEREBY AGREED as follows:

1. APPOINTMENT

1.1 Pitney Bowes hereby appoints the Channel Partner as its non-exclusive channel partner to sell, rent or lease the products listed in Schedule A (the "Products") in India (the "Territory") under the terms and



conditions set forth herein. The Channel Partner hereby accepts this appointment and agrees to be bound by and faithfully perform the terms and conditions of this Agreement.

1.2 Pitney Bowes reserves the right to designate such additional channel partners in the Territory as it deems desirable. Pitney Bowes also reserves the right to sell, rent or lease the Products in the Territory and all government authorities (including postal authorities) or departments, or local or municipal governing bodies or government corporations within the Territory.

1.3 Nothing in this Agreement shall be construed as entitling the Channel Partner to have priority of supply in relation to the Products as against Pitney Bowes's other channel partners.

2. PRODUCTS

2.1 Pitney Bowes reserves the right to modify the list of Products, change the support for the Products and discontinue the availability of any Product by giving the Channel Partner at least thirty (30) days' prior notice.

2.2 Without the prior written consent of Pitney Bowes, the Channel Partner must not supply any Products to anyone other than the end-user customer of the Products supplied. Where such approval is given, it shall be conditional upon the terms and conditions that may be imposed by Pitney Bowes which the Channel Partner must comply with if it chooses to proceed with the supply to the approved intermediary.

2.3 The Parties agree that where demand for any of the Products, consumables or parts exceeds available supply, Pitney Bowes shall have the discretion to supply the Channel Partner pro rata to the orders placed or on such basis as Pitney Bowes may decide from time to time.

3. SELLING PRICE AND PRICE CHANGES

3.1 The selling price of the Products shall be based on Pitney Bowes's list prices in effect from time to time, less any applicable discounts, and are exclusive of any goods and services tax, value added tax, duties or any other such taxes chargeable, which shall be borne by the Channel Partner. The specified list prices exclude local transportation costs, insurance and any other costs or expenses incurred by Pitney Bowes for or on behalf of the Channel Partner.

4. TERMS OF PAYMENT

4.1 Pitney Bowes, in its sole discretion, shall determine payment by the Channel Partner for the Products by either remittance, demand draft or irrevocable and confirmed letter of credit and other payment terms contained in Schedule B.

4.2 All payments under this Agreement shall be made in Indian Rupees or in such other currency designated by Pitney Bowes.

4.3 If the Channel Partner fails to pay the price for any Product when such payment is due, Pitney Bowes will be entitled, without prejudice to any other right or remedy it may have, to: (i) cancel or suspend any further delivery to the Channel Partner under any order; and/or (ii) charge the Channel Partner interest



on the overdue amount at the rate of 1.5% per month or the highest rate permitted by law in the Territory from the date payment became due until the date payment is received by Pitney Bowes.

5. PLACING OF ORDERS

5.1 The Channel Partner shall order the Product under separate purchase orders, which shall specify, amongst others, the ship to address, purchase order number, requested delivery dates, shipping instructions, part and model numbers, quantity and price.

5.2 The purchase orders placed by the Channel Partner under this Agreement and accepted by Pitney Bowes shall be subject to the provisions of this Agreement and Pitney Bowes' applicable terms and condition. The provisions of any purchase order or other writing from Channel Partner which conflict with the provisions of this Agreement shall be rejected and shall be of no effect upon Pitney Bowes. All transactions, orders and/or deliveries between the Parties subsequent to the expiration and/or termination of this Agreement shall not serve as an extension and/or renewal of this Agreement but shall be governed by the terms of this Agreement.

5.3 In addition to clauses 5.1 and 5.2 above, the Parties acknowledge that there may be instances where the Channel Partner facilitates closing of the deal with the end-user Customer(s) such that the end-user Customer(s) issues the purchase order directly to Pitney Bowes. In such an instance, the Channel Partner shall be entitled to receive an overriding commission of 15% of the Purchase Order issued by the end-use Customer(s), unless determined otherwise by Pitney Bowes, or the overriding commission is subject to change due to the nature of the product, circumstances, etc. For the Channel Partner to receive the overriding commission under this clause 5.3, the Channel Partner is required to help Pitney Bowes and/or the end-user Customer(s) in the application of the necessary licences, permits and regulatory approvals in relation to the Products and to assist Pitney Bowes in the receipt of payment(s) from the end-user Customer(s). The calculation of the overriding commission is based on the value of the Purchase Order issued by the end-User Customer(s), excluding VAT (Value Added Tax), sales, use, value added, taxes or other levies.

6. DELIVERY, RISK OF LOSS, INSURANCE AND CLAIMS

6.1 Unless otherwise agreed, the Products are supplied excluding the costs of packing, local transportation, insurance and documentation and other costs or expenses incurred for the Channel Partner which shall be on the account of the Channel Partner.

6.2 Upon acceptance of a Channel Partner's order, Pitney Bowes shall use commercially reasonable efforts to deliver the Products to the Channel Partner, to the destination stated in an order and shall retain the right of possession and title in the Products until payment has been received in full by Pitney Bowes. The risks in the Products shall pass to the Channel Partner or the end-user Customer on delivery by Pitney Bowes.

6.3 The Channel Partner shall have the right to inspect the Products upon their delivery prior to the Channel Partner's acceptance, unless otherwise agreed between the Parties. The Channel Partner must give written notice to Pitney Bowes of a claimed shortage, quality problem, physical damages, incorrect destination or any other claim within seven (7) working days after such delivery. Pitney Bowes will not accept return of Products from the Channel Partner under any circumstances after a period of seven (7) working days from the date of delivery of the Product to the destination stated in the order. After such time of seven (7) working days, if there has not been written notice of claim to Pitney Bowes, acceptance shall be deemed to have occurred.

6.4 In the event that following the Channel Partner's claim and upon due inspection by Pitney Bowes, the Products are considered as defective in Pitney Bowes' opinion, then Pitney Bowes shall repair or replace such Products. Only in the case of physical damages, dead on arrival (beyond repair) or concealed



damages (if any) found during installation support extended by Pitney Bowes, the Products would be accepted for sales return after due verification and validation by Pitney Bowes' service team. The claim of the Channel Partner on account of sales return as aforesaid would be settled either through additional discounts or credit notes on new purchases as agreed upon by Pitney Bowes and the Channel Partner.

7. PREMISES AND FACILITIES

7.1 The Channel Partner shall establish and maintain, at its own expense, suitable premises and facilities for display, demonstration, sale, maintenance and storage of stocks of the Products. The Channel Partner shall permit representatives of Pitney Bowes to visit and inspect the Channel Partner's facilities during normal business hours.

8. SALES PROMOTION AND TARGETS

8.1 The Channel Partner shall use its best efforts to develop and execute a program for the maximum sale, lease or usage (based on click-payment model) of the Products which includes, but is not limited to, marketing to the customers and prospective end users in the Territory, advertising and sales promotion, and carrying sufficient inventory of the Products for demonstration.

8.2 The Channel Partner shall deliver the Products to customers on a timely basis and in all manners satisfactory to the Channel Partner's customers.

8.3 The Parties agree that the sales targets applicable to the Channel Partner in Schedule D may be amended from time to time by Pitney Bowes.

9. PRODUCTS INSTALLATION

9.1 The Channel Partner is responsible for installing the Products sold by the Channel Partner to an end-user customer. The cost for such installation is to be included in the selling price charged by the Channel Partner.

9.2 Following installation, the Channel Partner will send an installation report to Pitney Bowes' Customer Care Center as per the Channel Partner's Service Partner Agreement.

9.3 Where the relevant Product is Pitney Bowes' product 'pbSecure', Pitney Bowes will provide installation training and an installation manual to the Channel Partner along with a list of pre-requisites and required software applications (for example, SalesForce or Secure Certificate Management System). Any additional installation support required will be provided remotely. In such cases, the Channel Partner must ensure the remote connectivity, and responsibility for such installation remains with the Channel Partner. Following installation, the Channel Partner will send an installation report to Pitney Bowes' Customer Care Centre for warranty coverage.

10 TERRITORY LAWS AND REGULATIONS; POSTAL REVENUE SECURITY

10.1 The Channel Partner shall strictly comply with all federal, national, state, local or province laws, regulations and ordinances applicable within the Territory. The Channel Partner is responsible for collecting and paying all sales, use, value added or similar taxes or levy resulting from the distribution of the Products.

10.2 The Channel Partner agrees to be responsible for compliance with all postage meter regulations and security requirements in the Territory, including, inter alia, obtaining from all governing postal organizations the most current versions of all laws and regulations relating to postage meters. The



Channel Partner will provide copies of these rules to Pitney Bowes together with updates as they change (and, if requested by Pitney Bowes, English translations of such rules and updates).

10.3 The Channel Partner agrees to comply with internal procedures prescribed by Pitney Bowes to ensure worldwide postal revenue security standards are upheld. These include: (i) obtaining Postal Revenue Security Awareness training for all employees who handle meters or administer the meter program; (ii) assignment of local process owner to assure compliance to the Worldwide Revenue Security Procedures Guide; (iii) ensuring PBOTrack software or equivalent capability is implemented for appropriate meter tracking and reporting; (iv) ensuring ongoing support is provided to postal authorities; and (v) ensuring that all known cases of fraud or tampering are reported to Pitney Bowes immediately.

10.4 The Channel Partner agrees to indemnify and hold harmless Pitney Bowes upon failure to comply with the provisions of this clause 10.

11 BUSINESS PRACTICES AND EXPORT CONTROL LAWS

11.1 The Parties agree that all the business and affairs relating to this Agreement shall be carried out in accordance with the strictest standards of business ethics and codes of conduct and that in no circumstances shall either Party, either directly or indirectly, engage in or otherwise be concerned with any transaction, practice, method or arrangement which is corrupt, illegal, dishonest or improper.

11.2 The Parties represent, warrant and covenant to each other that no money or other thing of value has been or will be paid, offered, given, promised or authorized to be given by either of them or by their respective agents or employees, directly or indirectly, to:

- (i) any officer, employee or agent of any government or any department, agency or instrumentality of a government, or government/state-owned company, or any person acting in an official capacity for or on behalf of any such government, department, agency or instrumentality or company (any of the foregoing being referred to as a "**government official**");
- (ii) any political party or official thereof or any candidate for political office; or
- (iii) any person while knowing, or while having a belief, that all or a portion of such money or thing of value will be paid, offered, given or promised, directly or indirectly, to any such government official, political party, party official, or candidate, or while being aware that any such person will engage in any such conduct regarding such money or thing of value or that any such payment, offer, gift or promise is likely to occur for purposes of:
 - (1) influencing any act or decision of any such government official, political party, party official, or candidate in his or its official capacity; or
 - (2) inducing any such government official, political party, party official, or candidate to do or omit to do any act in violation of the lawful duty of such government official, political party, party official or candidate in his or its official capacity; or
 - (3) inducing any such government official, political party, party official, or candidate to use his or its influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

in any case in order to assist Pitney Bowes or the Channel Partner in obtaining or retaining business for or with, or directing business to, any person, firm, corporation or other entity.

11.3 The Parties agree to comply with all applicable laws and regulations of any agency of the United States Government responsible for the administration of the United States export and re-export control laws



and regulations, unless they are contrary to the imperative provisions of the laws of the Territory. Such responsible agencies include, but are not limited to, the Departments of Commerce, State and Treasury.

11.4 The Channel Partner hereby guarantees and undertakes to Pitney Bowes that, unless it has obtained prior written authorization from the United States Department of Commerce or is otherwise permitted by the United States Department of Commerce Export Administration Regulations, it will not export or otherwise disclose, directly or indirectly, any technology or software received from Pitney Bowes nor allow the direct product thereof to be shipped, or to be disclosed either directly or indirectly, to any destination that is prohibited by the United States Government or to any foreign national in the United States that is prohibited by the United States Government. For the avoidance of doubt, under no circumstances shall Channel Partner export Products outside of the Territory nor shall Channel Partner order Products that are not intended for use and/or distribution within the Territory. The Channel Partner acknowledges that for the purposes of this Agreement, the release of technical information outside of the Territory is deemed an export, and that the same export controls shall apply to such information.

11.5 The Channel Partner hereby further guarantees and undertakes the following during the term of this Agreement:

- (i) Implement and maintain its own policies and procedures to ensure compliance with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (including, without limitation, the US Foreign Corrupt Practices Act, the UK Bribery Act and the Indian Prevention of Corruption Act 1988) and Pitney Bowes "BUSINESS PRACTICE GUIDELINES" which it acknowledged receipt of, and will enforce them where appropriate;
- (ii) Promptly report to Pitney Bowes any request or demand for any undue financial or other advantage of any kind received by the Channel Partner, its officers, employees and persons associated with the Channel Partner in connection with the performance of this Agreement;
- (iii) Immediately notify Pitney Bowes (in writing) if a foreign public official becomes an officer or employee of the Channel Partner or acquires a direct or indirect interest in the Channel Partner (and the Channel Partner warrants that it has no public or government officials as officers, employees or direct or indirect owners at the date of this Agreement);
- (iv) Within 3 months of the date of this Agreement, and annually thereafter, certify to Pitney Bowes in writing signed by an authorised officer of the Channel Partner, compliance with this clause 11 by the Channel Partner and to provide such evidence of such compliance as Pitney Bowes may reasonably request; and
- (v) Ensure that any person associated with the Channel Partner who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person(s) terms equivalent to those imposed on the Channel Partner in this Clause 11. The Channel Partner shall be responsible for the observance and performance by such persons in relation to this clause 11 and shall be directly liable to Pitney Bowes for any breach by such persons of any of the provisions in this Clause 11.

11.6 The Parties agree that a breach of the obligations contained in this clause 11 shall constitute a material breach of this Agreement.

11.7 For the purposes of this Clause 11, a person associated with the Channel Partner includes but is not limited to any agent or subcontractor of the Channel Partner.



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INTELLECTUAL PROPERTY

12.1 The Channel Partner's use of the trade names, service marks, trademarks, names, brand names, line names or other designations regularly applied to them by Pitney Bowes (the "Marks") shall be confined to the sale, rent, lease and servicing of the Products pursuant to this Agreement and shall be used without making reference in any way to any other name, brand, trademark or service mark, except the Channel Partner's own trade name which may be employed in Product advertisements and other promotional literature in a format approved in advance in writing by Pitney Bowes. The Channel Partner shall not use any name or names included in any Mark as part of the corporate or business name of the Channel Partner or any company which the Channel Partner controls. The Channel Partner shall not register any trade name, trademark or service mark in connection with those of Pitney Bowes on any Products.

12.2

The Channel Partner shall comply with the requirements of patent marking of any of the Products as requested by Pitney Bowes. The Channel Partner shall not physically remove or conceal any Mark, patent designation or the like from any Products.

13

PROPRIETARY INFORMATION

13.1

The Channel Partner shall maintain in secrecy and not disclose or furnish to any third party and shall prevent the unauthorized publication, disclosure or use of any Proprietary Information (as defined below) relating to the Products and information supplied by Pitney Bowes to the Channel Partner under and in connection with this Agreement. The Channel Partner agrees that the Proprietary Information shall remain the sole and exclusive property of Pitney Bowes and the Channel Partner shall return to Pitney Bowes all Proprietary Information upon written request by Pitney Bowes or when this Agreement expires or is terminated.

13.2

The Parties agree that the personally identifiable data, technical information, etc. of the prospective customers and end-users of the Products dealing with, liaising or otherwise transacting with the Channel Partner shall also qualify as Proprietary Information and to the extent permitted by law, Pitney Bowes shall own and retain ownership of such Proprietary Information.

13.3

The Channel Partner shall adopt, maintain and enforce appropriate security, data protection and safeguarding policies and arrangements for the lawful protection of its personal data of the customers and end-users of the Products and any other Proprietary Information in connection with this Agreement. The Channel Partner undertakes that it shall not access, process, transfer or use in any way, directly or indirectly, any personal data of any customer or end-user of the Products during the term of this Agreement and upon expiration or termination of this Agreement.

13.4

The provisions in this clause 13 shall not be applicable to any disclosure of Proprietary Information which: (i) is or becomes available to the general public without breach of this Agreement; (ii) was in the possession of the Channel Partner prior to the execution of this Agreement, provided that the Channel Partner identifies and proves by written documentation such prior possession; or (iii) is lawfully received from a third party without notice of restriction on further disclosure and without any obligation of confidentiality owed by such third party to Pitney Bowes.

13.5

The obligation established in this clause 13 shall remain in full force and effect without interruption from the date of receipt of each piece of Proprietary Information and shall survive any termination or expiration of this Agreement even if such Proprietary Information is returned to Pitney Bowes.

13.6

For purposes of this Agreement, "**Proprietary Information**" means all intellectual property rights, including patents (including utility models), design patents, and designs (whether or not capable of registration), copyright, trademark, trade name, all rights arising from the use of or existing in connection with rights in trade dress, rights in or relating to databases, and any other form of statutory protection of



any kind in the Territory and any other intellectual property rights (registered or unregistered) throughout the world including all rights of reversion and rights to any applications and pending registrations and the right to sue for and recover damages for past infringements. The information received orally will be deemed Proprietary Information unless and until the Channel Partner receives written notice from Pitney Bowes that such information is non-proprietary.

14 COMPETING PRODUCTS

The Channel Partner shall not market, sell, rent, lease or manufacture any products in any way competitive with the Products without the prior written consent of Pitney Bowes. Pitney Bowes will give such consent when and only for as long as a need exists of the Channel Partner's customer that cannot be met by any of Pitney Bowes's products.

15 DOMAIN NAME RIGHTS

15.1 Not Applicable.

16 SOFTWARE

16.1 The Parties agree that to the extent that a software is embedded in a Product or provided to be used in conjunction with a Product (collectively "**Software**") supplied under this Agreement, such Software will only be used as an integrated part of the Product and in accordance with this Agreement, and for the purposes of this Agreement a limited, conditional, non-exclusive and revocable licence for the use of the Software is granted only to the end-user for use with the Product. The Software must not be modified, reverse-engineered, decompiled, disassembled, sublicensed or transferred without the consent of Pitney Bowes or the licensor of the Software.

17 PRODUCT MODIFICATIONS

The Channel Partner shall not alter or make any modifications to the Products, including the exterior and packaging of the Products, without Pitney Bowes's written consent. If the Product is altered or modified by or for the Channel Partner without Pitney Bowes's consent, Pitney Bowes reserves the right to instruct the Channel Partner to include in the Product and packaging such operating and safety instructions, product compatibility and warranty information, warnings and disclaimers, and other materials, and to modify or terminate warranty coverage on the Product.

18 PRODUCT LIABILITY

The Channel Partner shall notify Pitney Bowes immediately upon receipt of any claim, suit, notice, or advice whatsoever of injury, damage or loss to person or property alleged to have been caused by any of the Products and shall further supply Pitney Bowes as soon as possible thereafter with a full report of the circumstances and extent of any such alleged injury, damage or loss.

19 EXCLUSIONS AND LIMITATION OF LIABILITY

19.1 The Parties agree that nothing in this Agreement excludes either Party's liability for death or personal injury resulting from negligence, fraud or willful misconduct, to pay sums properly due and owing to the other Party in the course of normal performance of this Agreement or for any liability which cannot be excluded or limited under applicable law.

19.2 Notwithstanding anything contained in this Agreement, in no event will Pitney Bowes be liable to the Channel Partner or any third party, whether in contract, in tort, in equity, or otherwise, for any indirect, incidental, special, consequential, punitive, or other similar damages, including loss of profits or sales



or turnover, loss of or damage to business or reputation, loss or other economic loss, whether or not foreseen or foreseeable or communicated to Pitney Bowes.

19.3 Except as set out in Clause 19.1 above, Pitney Bowes' total liability arising from or in connection with this Agreement (whether the liability arises because of breach of contract, tort, or for any other reason) will be limited to an amount equal to the amounts paid or payable six (6) months prior to the claim in relation to the Products in relation to which the claim relates.

19.4 Except as expressly set out in this Agreement, Pitney Bowes expressly disclaims and excludes all representations, conditions, warranties or guarantees, express or implied, statutory or otherwise, oral or written, with respect to this Agreement and the Products, including, without limitation, any implied warranty of merchantability, any implied warranty of fitness for a particular purpose, conformity to models or samples of products or materials, all other obligations and liabilities of Pitney Bowes with respect to any defect or deficiency applicable to, or resulting directly or indirectly from, the Products or any implied warranty arising from course of performance, course of dealing or usage of trade. This warranty remedy is in lieu of, not in addition to, any other remedy available at law or in equity.

20 REPORTS AND RECORDS

20.1 The Channel Partner shall provide such reports as Pitney Bowes may from time to time reasonably request. For two (2) years after each calendar quarter during the term of this Agreement, the Channel Partner will keep full and accurate books of account and copies of all documents for such quarter relating to this Agreement and the Channel Partner's records, accounts and contracts relating to the distribution of the Products. Pitney Bowes shall have the right at any time during the term of this Agreement, and for two (2) years thereafter, to examine such books, records and other documents relating to the distribution of the Products as it may deem appropriate, upon reasonable advance notice to the Channel Partner and without causing significant disruption to the business of the Channel Partner.

21 TERM AND TERMINATION

21.1 This Agreement shall commence from the Effective Date of this Agreement and subject to the terms herein, shall continue for an initial period of one (1) year ("Term"). Thereafter, unless terminated earlier in accordance herewith, this Agreement shall automatically be renewed for a period(s) of one year unless a Party provides the other Party written notice of its intention not to renew this Agreement at least ninety (90) days prior to the renewal date.

21.2 Notwithstanding clause 21.1 above, this Agreement may be terminated by either Party, with or without cause, by giving the other party at least ninety (90) days prior written notice thereof.

21.3 Upon occurrence of any of the following events (which are deemed to be events of default), Pitney Bowes may terminate this Agreement, effective immediately and without notice to the Channel Partner, declare all of the Channel Partner's indebtedness to Pitney Bowes immediately due and payable, establish terms of cash in advance or cash on delivery on Products thereafter delivered to the Channel Partner, and/or exercise all other legal remedies available to Pitney Bowes:

- (i) Channel Partner's failure to pay any obligation owed to Pitney Bowes when due and owing;
- (ii) Channel Partner's failure to furnish promptly, upon Pitney Bowes's request, satisfactory collateral for past due indebtedness owed to Pitney Bowes;
- (iii) Channel Partner's assignment for the benefit of creditors or cessation to conduct business in the ordinary course;



- (iv) Channel Partner's admission of insolvency or the institution of voluntary or involuntary bankruptcy proceedings or other insolvency proceedings by or against the Channel Partner, or an application being made for receivership with respect to the Channel Partner;
- (v) Channel Partner's assignment or attempted assignment of this Agreement, or of any right or interest herein, without Pitney Bowes's prior written consent;
- (vi) any material breach by the Channel Partner of this Agreement; and
- (vii) any change of control of the Channel Partner which, in Pitney Bowes's opinion, would adversely affect the representation of Pitney Bowes's interests in the Territory.
- 21.4 Pitney Bowes may choose not to accept any purchase orders placed by the Channel Partner prior to the date of termination but after notice of termination has been given by either Party.
- 21.5 Any termination of this Agreement shall not release the Channel Partner from any debt or other liability which the Channel Partner may then have or owed to Pitney Bowes.

22 CONSEQUENCES UPON TERMINATION OR EXPIRATION

- 22.1 The Parties agree that the following shall apply upon termination or expiration of this Agreement, and for three (3) months thereafter (the "**Transitional Period**"):
- (i) Pitney Bowes shall have the right and option to repurchase any new Products in the Channel Partner's possession or control at the price paid by the Channel Partner for the Products.
- (ii) Pitney Bowes shall also have the right and option to purchase any used, shopworn, or damaged Products in the Channel Partner's possession or control at such prices as may be mutually agreed upon.
- (iii) The Channel Partner shall immediately return to Pitney Bowes, all and any machinery, equipment, documents or other things provided to the Channel Partner by or on behalf of Pitney Bowes during the term of this Agreement.
- (iv) The Channel Partner shall also make available to Pitney Bowes the end-user customers' records showing the names, addresses and products sold, leased or rented to said customers and end-users.
- (v) The Channel Partner shall work with Pitney Bowes for the assignment, transfer or otherwise novation of the rights and obligations of any contracts to a third party designated by Pitney Bowes subject to satisfactory due diligence check on the third party concerned.
- (vi) The Channel Partner shall not sell, lease, rent or otherwise deal in products which compete with Pitney Bowes in the Territory without the prior consent of Pitney Bowes, which consent shall not be unreasonably withheld.
- 22.2 Neither Pitney Bowes nor Channel Partner shall, by reason of the expiration or termination of this Agreement, be liable to the other for compensation, indemnification, reimbursement, or damages on account of expenditures, investments, losses, or commitments in connection with the business or goodwill of Pitney Bowes or of the Channel Partner or otherwise. Pitney Bowes shall not be obligated to pay the Channel Partner amounts on any orders that Pitney Bowes accepts from any customer or other Channel Partner in the Territory after the termination of this Agreement.



22.3 To the maximum extent permitted by law, Pitney Bowes is hereby authorized without prior notice to the Channel Partner, any such notice being expressly waived by the Channel Partner, to set off and apply any and all deposits, payments, credits of Channel Partner against any and all amounts owed by the Channel Partner to Pitney Bowes.

23 FORCE MAJEURE

Neither Party shall be liable to the other Party for any failure or delays in performing their obligations hereunder arising from any cause beyond their control, including without limitation, acts of God, acts of civil or military authority, fires, strikes, lockouts or Labour disputes, epidemics, governmental restrictions, wars, terrorist acts, riots, earthquakes, storms, typhoons, floods and breakdowns in electronic and computer information and communications systems and in the event of any such delay, the time for the Parties' performance shall be extended for a period equal to the time lost by reason of the delay which shall be remedied with all due dispatch in the circumstances.

24 TRANSFER OR ASSIGNMENT

24.1 The Parties agree that Pitney Bowes shall be entitled to assign the benefit and all or part of its rights or transfer all or part of its obligations under this Agreement to any of its related corporations, etc.

24.2 The Channel Partner may not transfer, assign, charge or otherwise deal with any or all of this Agreement or any right or interest hereunder without Pitney Bowes' prior written consent. A breach of this Clause will be considered a material breach of the Agreement under Clause 21.3(vi) above.

25 GOVERNING LAW AND DISPUTE RESOLUTION

25.1 This Agreement is governed by the laws of India without regard to its conflict of law provisions.

25.2 In case of any dispute relating to a condition, term or matter arising out of or in connection with this Agreement, it would be amicably settled by the Parties through friendly discussions and consultations. If such discussions and consultations fail, the dispute shall be decided by an Arbitrator appointed as per the Indian Arbitration and Conciliation Act, 1996 and the applicable rules. The venue of Arbitration will be New Delhi and the language of Arbitration will be English. This Agreement shall be construed in accordance with the laws of Republic of India. Any action arising out of or pertaining to this Agreement shall be subject to the exclusive jurisdiction of the courts in Delhi.

25.5 The Parties acknowledge that the United Nations Convention on Agreements for the International Sales of Goods is specifically excluded from application to this Agreement.

26 RELATIONSHIP

26.1 Nothing in this Contract is to be construed that the Channel Partner is deemed to be the legal representative, agent, partner or joint venture of Pitney Bowes and it shall have no right or authority to assume or make any obligation of any kind, express or implied, in the name of, or binding upon, Pitney Bowes. All powers and rights not herein granted to the Channel Partner are expressly reserved to Pitney Bowes. For the purposes of this Contract, the Parties will be independent contractors.

27 WARRANTY

27.1 Except as expressly set out in this Agreement, Pitney Bowes expressly disclaims and excludes all representations, conditions, warranties or guarantees, express or implied, statutory or otherwise, oral or written, with respect to this Agreement and the Products, including, without limitation, any implied warranty of merchantability, any implied warranty of fitness for a particular purpose, conformity to models or samples of products or materials, all other obligations and liabilities of Pitney Bowes with respect to



any defect or deficiency applicable to, or resulting directly or indirectly from, the Products or any implied warranty arising from course of performance, course of dealing or usage of trade.

27.2

The Channel Partner's sole and exclusive remedy is contained in Pitney Bowes' standard warranty provisions, attached hereto as Schedule C, and made a part of this Contract by reference. This warranty remedy is in lieu of, not in addition to, any other remedy available at law or in equity. In addition to the limitations set forth in clause 19.2 above, Pitney Bowes reserves the right to modify the product warranty provisions of this Agreement upon thirty (30) days prior notice to the Channel Partner. Unless the Channel Partner obtains written consent to the contrary from Pitney Bowes, the Channel Partner shall ensure that all original purchasers of new Products sold by it receive the benefits of the warranty in respect of such Products (with such variation as to length of notice for lodging claims and other ancillary matters as may be agreed upon from time to time by the Channel Partner and Pitney Bowes) and that on each sale the purchaser is so notified.

28

NOTICES

All notices, requests or communications pertaining to this Agreement shall be in writing in English and shall be deemed given when (i) hand delivered, on the date of service verified by receipt; or (ii) if sent by certified mail or registered post, ten (10) days after being deposited in the mail or post, in each case addressed to the addressee at its office specified below:

If to Pitney Bowes:

Pitney Bowes India Pvt. Ltd.
D-7/3, Okhla Industrial Estate, Phase-II, New Delhi – 110020, India

Attention: Mr Venkat Rao

with a copy to the Pitney Bowes Legal Department, C/- Pitney Bowes Australia Pty Ltd, Suite 1, Level 1 68 Waterloo Road, Macquarie Park, NSW 2113, Australia.

If to Channel Partner:

M/s Broadway Infotech Pvt. Ltd.
A-64, Sector 63 Noida, Gautam Bhddha Nagar, Pin 201307, Uttar Pradesh.

Attention: Mr. Kavish Dhawan
Facsimile No.:

Either Party may change its address and person to contact by written notice to the other Party given in accordance hereof.

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GENERAL

29.1 This Agreement, including the following Schedules and other documents incorporated by reference, is the final, full and exclusive expression of the Agreement of the Parties and supersedes all prior agreement, understandings, writings, proposals and communications, oral or written, of either Party with respect to the subject matter of the Agreement and the transactions contemplated by it.

- Schedule A – Products
- Schedule B – Payment Terms
- Schedule C - Product Warranties
- Schedule D - Sales Target
- Schedule E - Intellilink Special Provisions



- 29.2 This Agreement does not affect the right of Pitney Bowes to claim and receive any amounts owed to Pitney Bowes by the Channel Partner at the time of entering into this Agreement.
- 29.3 The terms under this Agreement are not intended to confer rights on any third party and no third party shall have any right to enforce any provision of these terms and conditions, unless otherwise agreed between the Parties.
- 29.4 The failure of any Party to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver of such party's right to insist upon strict adherence to such provision on any other occasion or to any other provision of this Agreement in any instance. Any waiver shall be in writing signed by a duly authorized representative of the party against whom such waiver is sought to be enforced.
- 29.5 If one or more of the provisions of this Agreement are held by any competent court or administrative or governmental body to be invalid, illegal or unenforceable, the remaining provisions shall not be thereby affected or impaired, and this Agreement shall be interpreted as if such provision had never been contained herein.
- 29.6 No amendment or variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by the authorised representatives of each Party.
- 29.7 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been entered into on the date stated at the beginning.

SIGNED by)
)
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)
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)
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)

for and on behalf of)

Mr. Kavish-Dhawani
Director

M/s Broadway Infotech Pvt. Ltd.

in the presence of **Mr. Tej Bhatia**

GM -Sales M/s Broadway Infotech Pvt. Ltd.

SIGNED by)
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)

for and on behalf of)

Pitney Bowes India Pvt Limited

in the presence of:)



SCHEDULE A

PRODUCTS

Small to Medium Businesses (SMB) equipment and solutions (including PB Consumables and Supplies) which are in PBI's then-current price book, which PBI may change from time to time at its sole discretion.

If there is any doubt as to which equipment and solutions are included in these definitions, the Company shall request PBI to confirm what equipment and solutions are included at that point in time.



SCHEDULE B

PAYMENT TERMS

1. Payments for all products shall be made in INR (Indian Rupees) by way of advance bank cheque, bank transfer or post-dated cheque (PDC) forty-five (45) days from the date of invoice issued by Pitney Bowes. This will be subject to the credit limit assigned to the Channel Partner by Pitney Bowes.
2. All payments made by the Channel Partner shall be irrevocable.

SCHEDULE C

PRODUCT WARRANTIES

Standard Warranty

1. Pitney Bowes warrants to the Channel Partner that all new equipment shall be free from defects in material and/or workmanship, when used under normal operating conditions, for a period of ninety (90) days from the date of the original installation with the Channel Partner's end user customer, or one (1) year from date of invoice from Pitney Bowes to the Channel Partner, whichever time is shorter, subject to the provisions and limitations hereinafter set forth. In the event of a warranty claim, Pitney Bowes's obligation is limited to replacement of the defective product, part, or component.
2. Warranty claim must be made by the Channel Partner to Pitney Bowes within 30 days of receipt of the claim from the end user. The Channel Partner should provide the following information to Pitney Bowes:
Product Code Number
Serial Number
Part Number
Date Product Invoiced and "E" number
Date Product Installed and Customer's Name
Date Defect Noted
Brief Description of Problem
3. Pitney Bowes may request the return of repairable electronic assemblies, e.g., printed circuit boards, and will supply information concerning their return. In addition, some additional parts will be requested from time to time for study by Pitney Bowes Engineering or Quality Assurance Staff. Parts will



SCHEDULE E

INTELLILINK SPECIAL PROVISIONS

1. "Intelliink Control Center" refers to the postage evidencing technology (software and hardware) included as part of a Product, including the user interface controller with the postal security device embedded therein, and the printer, including the printhead, printhead controller, and the print maintenance controller. The Intelliink Control Center is used to access the computer which Pitney Bowes operates for the purposes of (i) charging of postal rates/tariffs and (ii) obtaining updated versions of software applicable to the Products, which are necessary for the end user to use the Products.
2. Any Intelliink Control Center incorporated within any Product supplied by Pitney Bowes or through its Channel Partner, is supplied **strictly on loan** subject to the following conditions:
 - (i) The Intelliink Control Center at all times remains the property of Pitney Bowes although it is at the risk of the person in possession until Pitney Bowes recovers possession;
 - (ii) The Intelliink Control Center may be used by the end user of the Product with which it is supplied, until the end of the useful life of that Product or until the end user is no longer lawfully entitled to use that Product in connection with the postal service in the Territory (whichever is earlier); and
 - (iii) The Intelliink Control Center must not be tampered with in any way.
3. When the right to the use of the Intelliink Control Center expires or terminates upon the expiration or termination of this Agreement (as the case may be), the Intelliink Control Center must be promptly delivered up to Pitney Bowes unless otherwise agreed by Pitney Bowes. In order to recover possession, Pitney Bowes may take any actions permitted by relevant law and repossess the Intelliink Control Center, without any liability for any loss, damages or expenses incurred.
4. Pitney Bowes is entitled at all reasonable times during the period when the end user is licensed to use the Intelliink Control Center, to have access to the Control Center for the purposes of verifying compliance with these provisions and with the requirements of the postal authorities and relevant legislation.

