

AGREEMENT

THIS AGREEMENT is made on 7th February 2022 between **M/s. Aarogyam Shakti Pharmaceuticals Pvt. Ltd.**, (CIN-U85191UP2013PTC059214) having its Registered Office at A-455 RAJENDRA NAGAR BAREILLY Bareilly UP 243122 IN and its factory at 224, Rai HSIIDC, Sonipat 131029, represented by **Sri Sri Santoshi Baba, Director**, hereinafter called the "MANUFACTURER",

AND

M/s. Auretics Limited, (CIN-U74999DL2021PLC377346) a body corporate registered under the MSMED Act, 2006 (UDYAM-DL-07-0001268), having its Registered Office at Plot No. 190, Old Block, Near LIC Colony, Dilshad Garden, Delhi - 110095, represented by **Mr. Arjun Gupta, Director**, hereinafter called the "COMPANY".

WHEREAS: -

A. **M/s AAROGYAM SHAKTI PHARMACEUTICALS PVT. LTD.** is engaged in the business of manufacturing, marketing and distribution of the Ayurvedic Formulations, Cosmetics and Nutraceuticals products and has requisite licenses from the concerned statutory authorities.

B. **M/s AURETICS LIMITED** a company engaged in marketing of various Cosmetics, Nutraceutical, Herbal, Wellness, etc. products.

C. The COMPANY has approached to MANUFACTURER for manufacturing some of their products on "Third Party basis" at their factory.

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. This agreement shall come into force upon its signing date and shall continue unless terminated by either party by giving a notice to other party of 90 days.
2. It is agreed that the basis of all transaction, between the MANUFACTURER and COMPANY, shall be on a **Principal-to-Principal** basis.
3. The COMPANY, well in time, will provide one month's firm plan with Purchase Order and two months rolling plan, to MANUFACTURER for the efficient planning for the procurement of raw / packing material. The order quantity shall be based on standard batch size of the Product.
4. MANUFACTURER will dispatch the products in 30-45 days from the receipt of confirmed Purchase order. However, in case of circumstances beyond the control of MANUFACTURER like non-availability of quality input materials, force majeure, etc. the manufacturer will not be responsible for any loss on account of such delay.
5. The COMPANY shall lift the ordered goods within 7 days after its manufacture. In case the COMPANY fails to lift the order, the MANUFACTURER may charge interest and

days of manufacture, the MANUFACTURER may dispose the goods at the cost of the COMPANY.

6. PHYSICIANS' SAMPLES: The MANUFACTURER shall separately raise invoice for such goods at the agreed price of such quantities of the samples as may be required by the COMPANY, from time to time, to be distributed free to the Physicians and Hospitals. MANUFACTURER shall overprint such product with the letter "PHYSICIAN'S SAMPLE NOT TO BE SOLD".
7. The MANUFACTURER will sell the PRODUCTS at an agreed price which is subject to change from time to time and batch to batch, depending on the variation of cost of input materials. The MANUFACTURER shall intimate the COMPANY if any change in required in the agreed prices.
8. The COMPANY will provide the MRP of the PRODUCT/s, which shall not contravene any existing pricing provisions of law and agrees that the COMPANY shall be liable against all proceedings, claims, demand and expenses suffered by MANUFACTURER directly or indirectly on this account.
9. The MANUFACTURER shall affix the Brand name/ Trade name on the PRODUCTS supplied by the COMPANY. The MANUFACTURER hereby warrants not to use such mark on the products other than that of COMPANY.
10. All the Brand name/ Trade name pertaining to PRODUCTS shall at any time during the continuation of this agreement, the said marks which shall continue to vest solely and absolutely in favour of the COMPANY.
11. COMPANY hereby agrees that the COMPANY shall be liable against all proceedings, suits actions, claims, demand and expenses suffered by MANUFACTURER directly or indirectly by third party infringement, passing off, or any trademark, or any right of any third party whatsoever, which has been or is used by MANUFACTURER in relation to product manufactured by MANUFACTURER on behalf of COMPANY.
12. The MANUFACTURER shall at all times ensure the quality of all Raw / Packing material before their use in PRODUCTS and PRODUCTS before their release. The MANUFACTURER shall provide the COA for the PRODUCTS manufactured and supplied.
13. The supplies will be on Ex-Factory basis, the expenses incurred in relation to freight and carriage after factory gate will be borne by the COMPANY and the COMPANY at its discretion may take appropriate insurance policy covering dispatch of the finished products from the factory. The MANUFACTURER's responsibility ceases as the good leaves the MANUFACTURER's premises.
14. The COMPANY will pay 50% payment in advance along with purchase order and balance 50% payment against Performa invoice before dispatch.
15. The Company shall provide statutory forms, statements if any applicable or required by any Govt./ statutory body from time to time.
16. The Technical know-how for the manufacture of the products is to be provided by the COMPANY, which shall include the stability and efficacy of the product.

For Aarogya Shakti
Pharmaceuticals (P) Ltd.

E. S. Tosh
Babbar
Director

For AURETICS LIMITED

H. Gupta
Director

17. The MANUFACTURER may provide the Technical know-how for manufacturing and usage of few products. The MANUFACTURER will share complete the know-how of those upon termination of the agreement with the COMPANY at no cost.
18. The MANUFACTURER may provide brand names of few products to the COMPANY. In that case, the COMPANY will have complete rights over those products during and even after the termination of this agreement.
19. The COMPANY will have exclusive rights of the brand names/trade name/trade marks of the products manufactured by the MANUFACTURER, during and even after the termination of this agreement.
20. The COMPANY is free to get the products manufactured by the MANUFACTURER from some other manufacturer or by its own. In such case the MANUFACTURER will transfer all the technical know-how in relation to manufacture, sale, usage of the products to the COMPANY.
21. The MANUFACTURER will be responsible and liable for the manufacturing defects, if any, arising out of its negligence.
22. In the event of the COMPANY rejecting the PRODUCTS, on account of the same not conforming to the product specifications, standards and / or other requirement under any law, the MANUFACTURER will have the option to either cure or rectify the defects pointed out by the COMPANY.
23. It is hereby agreed that if any manufacturing defects are found in the product at a later date, the COMPANY shall withdraw the products from the market and shall return the same to the MANUFACTURER for necessary rectification.
24. All the costs of obsolete leftover/ unused exclusive material due to change in packing or change in design or some statutory changes or discontinuation of product etc. pertaining to Company shall be borne by the COMPANY.
25. All the expenses incurred in relation to marketing, selling and distribution of the products as well as their expiry, damages, statutory changes, etc. shall be borne by the COMPANY. The MANUFACTURER will have no post manufacturing responsibility.
26. The MANUFACTURER shall destroy unutilized, time barred, printed packing material or any other exclusive inventory for PRODUCT, under intimation to the COMPANY. The COMPANY may send it's Representative to verify the same. The cost of such material shall be borne by the COMPANY.
27. If any product is not manufactured for six months, it will be assumed that the said product has been discontinued and manufacturer will have option to destroy its Packing Material under intimation to the Company. The cost of such material will be borne by the Company.
28. The COMPANY can get its products manufactured from any other manufacturer after at-least 90 days prior intimation to the MANUFACTURER and subjected to the utilization of exclusive raw and packing material pertaining to that product and settlement of its accounts.
29. In the event of any dispute between the parties hereto in respect of any of the terms and conditions of this agreement the jurisdiction shall be of the appropriate courts at DELHI.

For Aerodyam S...
Pharmaceuticals
Santosh Babbar
Director

For AURETICS LIMITED
Director

IN WITNESS WHEREOF, the parties hereto have subscribed their respective hands on this agreement.

Witness:

1. Charanjit Singh



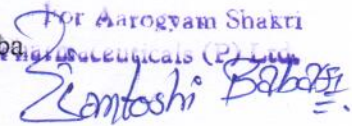
(Signed by Manufacturer on behalf of)

Aarogyam Shakti Pharmaceuticals Pvt. Ltd.

2. Khim Bahadur Shaha



Sri Sri Santoshi Baba
(Director)



Director

Witness:



1. Vishal Sharma

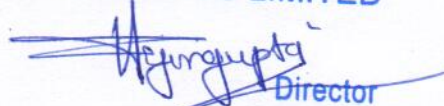
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W-296A Chandra Shekhar
Azad Street No.9 BGSapur
Shekhera Delhi - 110052

(Signed by Manufacturer on behalf of)

Auretics Limited

For AURETICS LIMITED



Mr. Arjun Gupta
(Director)

2. Pawan Prakash Singh

(m) 9719101082

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Lohanasal Talla
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