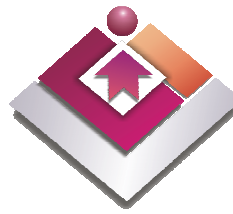
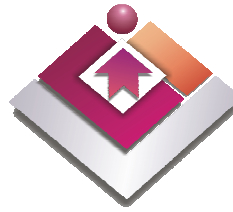


TERMS AND CONDITIONS FOR APPOINTMENT AS COMPANY'S AUTHORISED DEALER/DISTRIBUTOR.

1. The agreement between the Company and the Authorised Dealer/Distributor shall come into force from the date of signing of this proposal form and shall continue until determined by either Party in writing.
2. The Authorised Dealer /Distributor shall place the orders for the Company at it's Registered Office at 19, LALARAM NAGAR, Indore – 452001, INDIA., or to such other office/offices as may subsequently notified by the Company and the Company shall sell the products to the Dealer/Distributor in accordance with such orders at the Company's Authorised Dealer/Distributor price released from time to time. All payments shall be made at the Registered Office of the Company.
3. The Company shall intimate to the Authorised Dealer/Distributor the maximum prices at which the Authorised Dealer/Distributor shall sell the products. The Authorised Dealer/Distributor shall however, be free to charge prices lower than the maximum prices intimated by the Company.
4. The Distributor shall be at liberty to appoint Sub Dealers within his Specified territory with the prior written consent of the Company. The Distributor shall be solely responsible to ensure that the Sub Dealers conform with all the rights and the liabilities that have been conferred on the Distributor by the Company in terms of his Agreement.
5. The Distributor agrees and undertakes that it shall, during and after this Agreement keep the Company indemnified against any loss or damage that may be suffered by the Company or any claim or demand made against the Company due to any act, deed, misfeasance or negligence on the part of the Sub Dealer/s, it's servants or agents or persons with whom the Sub Dealer/s has contracted or dealt with in any manner whatsoever in connection with its performance as a Sub Dealer/s of the Distributor or by breaching any of the terms or conditions mentioned in this Agreement including but not limited to any failure to comply with a direction/s of the Distributor or to follow any instruction from the Distributor with respect to matter relating to the products being sold by the Company.
6. That Distributor hereby agrees that the Sub Dealer/s appointed by it in terms of this Agreement would not in any way be conferred or be constituted the agents of the Company for any purpose whatsoever, and the Sub Dealer/s shall have no authority or power to bind the Company or to contract in the name of Company in any way or for any purpose. The only relationship that would exist would be between the Distributor and the Sub Dealer/s being that of Vendor and Purchaser-Principal to principal basis.



7. The Authorised Dealer /Distributor hereby undertakes and agrees with the Company that it will at all times during the continuance in force of this agreement observe and perform the terms and conditions set out in this agreement and:
 - I. will abide by all the policies of the Company announced from time to time.
 - II. will not sell to any person [or body corporate or in-corporate] goods which they know or have reason to believe are intended for resale outside Authorised Dealer/Distributor territory.
 - III. will not consent any contest or promotional/prize scheme in respect of the Company's products without the written approval by the Company.
 - IV. will not use the name or trademark /logo of the company on the letterheads or otherwise except in the manner approved by the Company.
 - V. will not assign or purport to assign the benefit of this Agreement without the prior consent of the Company in writing.
8. The Authorised Dealer/Distributor shall maintain with the Company an interest free Security deposit of Rs.500,000/- (Rupees Five Lacs Only) for Metros and Capital Cities or Security deposit of Rs.200,000/- (Rupees Two Lacs Only) for Other Cities or any amount intimated by the Company commensurate with the volume of the business towards fulfillment of the obligations/terms and conditions here in for prompt payment against the supplies made by the Company.
9. The Authorised Dealer/Distributor shall at all times, during the continuance of his Agreement offer for sale and sell the products of the Company and according to the specifications supplied by the Authorised Dealer /Distributor from time to time, either generally or in any particular case, and shall not make representation or give any warranty in respect of the products other than those contained in the Company's conditions of sale as prevalent and operating at the time of the offering for sale or the sale. The Authorised Dealer/Distributor shall keep the Company indemnified against the losses, damages or claims that may arise out of any unauthorized representations made by the Authorised Dealer/Distributor. The Company shall not be responsible for acts or defaults of the Authorised Dealer/Distributor, their employees or representatives.
10. The Authorised Dealership/Distributorship is given on a non-exclusive basis. The Company reserves the right to market and sell its products in the territory of the Authorised Dealer/Distributors in the territory of the appointed Authorised Dealer /Distributor, who shall have no objection to the same.
11. Nothing in this Agreement shall constitute or deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute the Authorised Dealer/Distributor as agent of the Company for any purpose whatever and the Authorised Dealer/Distributor shall have no authority or power to bind the Company or to contract in the name of the Company in any way or for any purpose. The relationship between the parties here to shall be of Vendor and Purchaser-principal to principal basis.
12. Either party may without assigning any reason terminate this Agreement at any time by giving to the other party one month's notice in writing sent by Registered Post or Speed Post or Fax or Courier to the Registered Office of the Company or the Authorised Dealer/Distributor as the case may be.



13. Without prejudice to any other remedies the Company may have against the Authorised Dealer/Distributor, the Company shall have the right at any time by giving notice in writing to the Authorised Dealer/Distributor to terminate the Agreement forthwith in any of the following events:
 - I. If the Authorised Dealer/Distributor commits the breach of any of the terms or conditions of this Agreement.
 - II. If from any cause, the Authorised Dealer/Distributor is prevented from performing their duties here under for a period of three months or for a total period of three months in any period of twelve calendar months.
 - III. If the Authorised Dealer/Distributor is guilty of any conduct which in the opinion of the Company is prejudicial to the Company's interests.
 - IV. If the Authorised Dealer/Distributor purports to assign the burden or benefits or charge the benefits of this Agreement without the consent in writing of the Company.
14. Upon termination of this agreement from any cause, the Authorised Dealer/Distributor shall promptly return to the Company or otherwise dispose of, as the Company may instruct, all samples, patterns, instruction books, technical pamphlets, catalogues, advertising material, POP material, signboard and other materials, documents and papers whatsoever sent to the Authorised Dealer/Distributor and relating to the business of the Company [other than correspondence between the Company and the Authorised Dealer/Distributor] which the Authorised Dealer/Distributor may have its possession or under its control. The said material shall always remain the property of the company and the Authorised Dealer/Distributor shall hold the same as bailee till termination of this Agreement. Upon such termination, the Authorised Dealer/Distributor shall forthwith make the payment of all outstanding dues to the Company as the statement of account forwarded to it by the Company failing which, the Company shall be entitled to encash the Bank Guarantee or take such legal action as it may deem fit.
15. Any disputes, differences or question which, may arise at any time hereafter between the Company and the Authorised Dealer/Distributor touching the true construction of this Agreement or the rights and liabilities of the parties hereto, the same shall be referred to the decision of a Sole Arbitrator to be agreed upon between the parties and to be appointed at the request of either party by the Director [Sales] of the Company in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The venue of such Arbitration shall be at New Delhi and the Courts at Delhi shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.
16. The Agreement supersedes all previous Agreements/Arrangements, if any, between the Company and the Authorised Dealer/Distributor.

For Laser Care (India) Pvt. Ltd.

For

Authorised Signatory

Seal & Signature

LASERCARE INDIA PVT. LTD.

19, Lalaram Nagar, Near St. Paul School, INDORE – 1, M.P.

PH. 0731-4025505, 3201247, Telefax - 4275505

Email: indore@lasercareindia.com