



Chitoro Isitolo Pvt Ltd Ec12 2NX, 57 Pepper Road, Metro House Office 7 Leeds, United Kingdom

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air-chitoro-isitolo.com @chitoro-isitolo

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AGENT/DISTRIBUTOR AGREEMENT

Entered into by and between

Chitoro Isitolo

And

Agent name.....Agent

ID.....Agent Address.....

“.....”

On this day..... Of.....2024

SECTION 1: DEFINITIONS

- 1.1 “Chitoro Isitolo” refers to the company that is selling good to the agent/distributor to sell on behalf of the company
- 1.2 “Agent/Distributor” refers to the person who will be distributing products on behalf of Chitoro Isitolo
- 1.3 "Product(s)" refers to the goods or other materials of the Company, as detailed in Exhibit B, which the Distributor is authorized to distribute under this Agreement.
- 1.4 "Distributor Territory" refers to the geographic area or market segment, as specified in Exhibit C, where the Distributor is permitted to distribute the Product(s).
- 1.5 "End User" refers to the final purchaser or licensee who acquires the Product(s) for their own use and not for resale, redistribution, or any other transfer of rights.

SECTION 2: APPOINTMENT OF DISTRIBUTOR

2.1 Appointment: Subject to the terms of this Agreement, hereby appoints the Distributor, and the Distributor hereby accepts such appointment, as a non-exclusive distributor of the Product(s) in the Distributor Territory.

2.2 Restrictions: Distributor will not solicit orders for, or distribute the Product(s) outside the Distributor Territory, or to any person Distributor knows or has reason to know intends to redistribute the Product(s) outside the Distributor Territory, without the prior written consent of Chitoto Isitolo.

SECTION 3: DUTIES AND OBLIGATIONS

3.1 Distributor Duties: The Distributor agrees to perform the following duties:

- Distributor will comply with all pricing terms in accordance with the terms and conditions of Exhibit A of this Agreement;
- Distributor will use its best efforts to promote the distribution of the Product(s) and to provide adequate service to end users within the Distributor Territory;
- Distributor agrees to conduct marketing activities for the Product(s) at its own expense, and in a manner that reflects positively upon the Product(s) and the reputation and goodwill of the Company;
- Distributor will ensure that its distribution network is adequately trained and capable of advising end users about the Product(s);
- Distributor will provide periodic sales forecasts and reports to the Company, as may be reasonably requested;
- Distributor will maintain an adequate inventory of the Product(s) to meet the anticipated demand within the Distributor Territory; and
- Distributor will comply with all applicable laws and regulations and will not engage in any activity that could harm the reputation of the Company or the Product(s).

3.2 Chitoto Isitolo Duties: The Company agrees to perform the following duties:

- will provide the Distributor with necessary Product(s) information to enable the Distributor to effectively distribute the Product(s);
- Chitoto Isitolo will offer the Distributor purchasing terms in accordance with the terms and conditions of Exhibit A of this Agreement; and

SECTION 4: PRICE, PAYMENT, AND DELIVERY

4.1 Pricing and Payment: The pricing for the Product(s) purchased by the Distributor from Chitoto Isitolo shall be as outlined in Exhibit A. All prices are exclusive of any taxes, fees, duties, or other amounts. Any taxes related to the Product(s) purchased pursuant to this Agreement are the responsibility of the Distributor.

4.2 Product Delivery: The terms of product delivery, including the location and method of delivery, will be as detailed in Exhibit B. The Distributor is not responsible for all costs associated with delivery.

4.3 Late Payment: If the Distributor fails to make any payment when due, the Company may apply interest on the overdue amount at an interest rate of 5% per month or the maximum rate permitted under applicable law.

4.4 Payment Disputes: In case of payment disputes, the Distributor shall immediately notify Chitoro Isitolo in writing, and the Parties shall negotiate in good faith to resolve the dispute promptly.

SECTION 5: CONFIDENTIALITY

5.1 Definition: "Confidential Information" means any information that a Party ("Disclosing Party") discloses to the other Party ("Receiving Party") that is either designated as confidential at the time of disclosure or should be reasonably understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information may include, but is not limited to, business plans, customer lists, financial information, marketing strategies, non-public information relating to products or services, and other proprietary information.

5.2 Non-Disclosure: The Receiving Party agrees to keep all Confidential Information strictly confidential. The Receiving Party will not disclose or make available any Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party will use the Confidential Information solely for the purpose of performing its obligations under this Agreement.

5.3 Exceptions: The obligations under this section will not apply to any Confidential Information that: was already lawfully known to the Receiving Party at the time of disclosure; is disclosed to the Receiving Party by a third party who had the right to disclose it; is publicly available through no fault of the Receiving Party; or is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

5.4 Required Disclosure: If the Receiving Party is required by law, court order, or any government or regulatory authority to disclose any of the Confidential Information, it will give the Disclosing Party prompt written notice of such requirement before the disclosure and, if possible, enough time to contest the disclosure.

5.5 Return of Confidential Information: Upon termination of this Agreement, or upon the Disclosing Party's request, the Receiving Party will return all Confidential Information and all copies, notes, or extracts thereof to the Disclosing Party unless required by law to retain it.

5.6 Continuing Obligations: The Receiving Party's obligation to protect the confidentiality of the Confidential Information will survive termination of this Agreement and continue until such time as the Confidential Information becomes public knowledge other than through the Receiving Party's breach of this Agreement.

SECTION 6: INTELLECTUAL PROPERTY

6.1 Ownership: Distributor acknowledges that Chitoro Isitolo and its licensors own all rights, title, and interest in the service(s), product(s), and all intellectual property rights therein. Nothing in this Agreement gives Distributor any right, title, or interest in the service(s), product(s) or any associated trademarks, except the right to sell or service the service(s) or product(s) in accordance with this Agreement.

SECTION 7: TERM AND TERMINATION

7.1 Term: This Agreement shall commence on the date first set forth above and will continue indefinitely unless and until terminated by either Party.

7.2 Termination without Cause: Either Party may terminate this Agreement without cause upon providing seven (7) days' prior written notice to the other Party. Upon termination without cause, the terminating party is under no obligation to provide reasoning for the termination.

7.3 Termination for Cause: Either Party may terminate this Agreement immediately upon written notice if the other Party:

- Breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, unless such breach is such that it cannot be cured within thirty (30) days, in which case the breaching Party shall commence such cure promptly after receipt of such notice and continuously pursue such cure to completion;
- Becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, liquidation, dissolution, receivership, or similar proceeding, or otherwise ceases to do business; or
- Fails to comply with any applicable laws or regulations, which may harm the reputation or business of the other Party.

7.4 Effect of Termination: Upon termination or expiration of this Agreement for any reason:

- The rights granted to the Distributor under this Agreement will immediately cease;
- The Distributor must promptly discontinue all promotion of Chitoro Isitolo's products or services; and
- Any fees owed to either Party at the time of termination or expiration will be paid according to the terms of this Agreement.

7.5 Survival: The rights and obligations of the Parties set forth in this Section 7 and any right, obligation, or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

SECTION 8: GENERAL PROVISIONS

8.1 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the United Kingdom

8.2 Entire Agreement: This Agreement, including any exhibits and appendices, contains the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties with respect to the subject matter hereof.

8.3 Amendments: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

8.4 Waiver: No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver.

8.5 Indemnification: Each Party agrees to indemnify and hold the other harmless from any claims, losses, damages, liabilities, or expenses incurred as a result of the negligent or intentional acts or omissions of the indemnifying Party.

8.6 Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

8.7 Notices: All notices or other communications required or permitted under this Agreement must be in writing. Such notices may be delivered personally, sent by a recognized overnight delivery service, telecopy, or electronic mail, provided that receipt of the communication is confirmed. Notices should be addressed to the relevant Party at the address outlined in this Agreement, or to any other address that the recipient Party has provided in writing to the sender. A notice will be considered effectively given at the time of personal delivery, or at the time of confirmed receipt in the case of delivery by overnight service, telecopy, or electronic mail.

Chitoto Isitolo Address:

Metro House Office 7

57 Pepper Road, LS10 2RU

Leeds, United Kingdom

Distributor Address:

8.8 Independent Contractor Relationship: It is understood that the Distributor is an independent contractor and not an agent, partner, or employee of the Company. The Distributor shall not have any authority to enter into any agreements or obligations on behalf of Chitoro Isitolo.

8.9 Non-Exclusivity: The relationship between Chitoro Isitolo and the Distributor is non-exclusive. Both Parties are free to enter into similar agreements with other parties unless otherwise specified in this Agreement.

8.10 No Assignment: The Distributor may not assign or transfer this Agreement, or delegate its obligations under this Agreement, without Chitoro Isitolo's prior written consent.

8.11 Dispute Resolution: In the event of any dispute arising out of or related to this Agreement, the Parties agree to negotiate in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they agree to submit the dispute to mediation before resorting to litigation.

8.12 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

Chitoro Isitolo Pvt Ltd
Company Name

Distributor Name

David S Dzumbira
Printed Name and Title

Printed Name and Title

Date

Date

Signature

Signature

EXHIBIT A: PRICING TERMS

This Exhibit A forms part of the Agreement and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Exhibit A and the terms of the Agreement, the terms of the Agreement will prevail.

The pricing terms for the products provided by the Company to the Distributor are as follows:

SECTION 1: PRODUCT PRICING

1.1 Standard Wholesale Pricing: The standard wholesale prices for the products are listed in the Company's distributor price list, a copy of which has been provided to the Distributor. The prices are exclusive of any applicable taxes.

1.2 Invoice-Based Discounts: The Distributor will receive a invoice-based discounts as follows:

Order Value	Discount offer
£1 000 to £2 000	10%
£2 001 to £3 500	15%
£3 600 to £4 000	18%
£4 001+	20%

SECTION 2: PRICE CHANGES

2.1 Chitoro Isitolo may change the standard prices or the discount at any time by providing at least 3 days written notice to the Distributor. The changed prices or discount will apply to orders placed by the Distributor after the effective date of the price change.

2.2 The prices for any orders placed by the Distributor before the effective date of a price change will be the prices in effect at the time the order was placed.

SECTION 3: PAYMENT TERMS

3.1 The Distributor will pay for the products 100% cash up front before delivery.

3.2 The Distributor will pay all amounts due in full without any set-off, counterclaim, deduction, or withholding.

3.3 Banking details

Recipient: ZIMBOSTORO ZIMBASTORO LTD

Recipient address: Metro House Office 7, 57 Pepper Road, LS10 2RU, Leeds, United Kingdom

Transfer from a UK bank?

Account number: 73622958 Sort code: 04-29-09

Transfer from outside the UK?

IBAN: GB28 REVO 0099 6969 1171 97

BIC: REVOGB21 Intermediary BIC: CHASGB2L

SECTION 1: PRODUCTS

1.1 Chitoro Isitolo's products available for distribution by the Distributor under this Agreement are detailed in the attached Product List.

1.2 Chitoro Isitolo retains the right to modify the product range, specifications, or to introduce new products. Chitoro Isitolo will provide the Distributor with reasonable notice of any such changes.

SECTION 2: PRODUCT QUALITY

2.1 Chitoro Isitolo represents and warrants that its products will conform to the descriptions provided in the Product and Service Descriptions, be of satisfactory quality, and fit for the purpose for which they are intended.

2.2 The Distributor will promptly notify Chitoro Isitolo of any non-conforming products and will cooperate with the Company in the investigation and resolution of any such non-conformance.

2.2 Chitoro Isitolo will not accept any returns of any expired product, damaged due to negligence or poor storage conditions

SECTION 3: SUPPORT

3.1 The Company will supply the Distributor with necessary marketing materials, product literature, and samples to aid in sales and promotion.

3.2 These materials should be used in a manner consistent with the Company's branding and marketing guidelines.

EXHIBIT C: DISTRIBUTION TERRITORY

The reselling territory terms for the products provided by Chitoro Isitolo to the Distributor are as follows:

SECTION 1: TERRITORY

1.1 The Distributor is authorized to sell Chitoro Isitolo's products in the following territory:
_____ ("Territory").

1.2 Chitoro Isitolo reserves the right to change the Territory at any time by providing written notice to the Distributor.