

CONSULTANCY AGREEMENT

TENSILE-INDIA, a “**Business Solutions Provider**”, hereinafter referred to as the “**Consultant**”;
AND

_____, a fasteners / automotive components / other parts manufacturing company, having its registered office at _____, India, hereinafter referred to as the “**Supplier**”.

The Consultant and Supplier are collectively referred to as the “Parties.”

1. PURPOSE & SCOPE

The Consultant shall provide marketing consultancy to the Supplier for promoting its products and developing potential customers, buyers, distributors, OEMs, traders and other business opportunities.

You may opt for either Part A or Part B individually, or avail yourself of both services, depending on your business requirements. As part of the services,

Part A — Verified Supplier Enrolment

Consultant shall promote and share its website, **tensile-india.com**, with potential customers, buyers, and business prospects across domestic and international markets. The Supplier’s profile, products, and contact details shall be displayed on the website for public access. Interested customers may directly contact the Supplier for their requirements and business enquiries. Consultant shall facilitate such visibility and opportunities through its website and marketing efforts.

Part B — Business Consultancy Services

After enrolment as a Verified Supplier, the Supplier may engage Consultant for additional business consultancy and advisory services. Such services may include business strategy, market development, business development support, market intelligence, customer and business opportunity identification, supplier development, commercial guidance, growth planning, and other related consultancy services. These services shall be provided based on the Supplier’s specific business requirements and objectives.

2. TERM

This Agreement shall remain valid for one (1) year, commencing from the date of signing. Any extension or renewal after one year shall be mutually agreed in writing by both Parties.

3. CONSULTANCY FEE & PAYMENT

Part A — Verified Supplier Enrolment

The Supplier shall pay consultant an annual fee of ₹60,000 (Rupees Sixty Thousand Only) for a complete one-year term for enrolment and listing of the Supplier as a ‘*Verified Supplier*’ on the consultant website ‘<https://www.tensile-india.com/verified-suppliers>’.

The full annual fee of ₹60,000 shall be paid on or before the date of enrolment/signing of this Agreement. Applicable GST or other taxes, if any, shall be charged as per applicable law.

The Parties expressly agree that the annual fee is non-refundable once paid. Enrolment as a Verified Supplier & payment of the annual fee does not guarantee any minimum sales, purchase orders, customers, turnover or business volume. Consultant's services are intended to provide marketing visibility, business development support, market access & related consultancy, subject to market conditions & opportunities.

Part B — Business Consultancy Services

After enrolment as a Verified Supplier, if the Supplier requires additional business consultancy and advisory services from Tensile-India, such services shall be provided at a professional consultancy fee of ₹25,000 (Rupees Twenty-Five Thousand Only) per month.

The monthly consultancy fee shall be payable in advance for each month of consultancy services, unless otherwise mutually agreed in writing by the Parties. Applicable GST or other taxes, if any, shall be charged as per applicable law.

The monthly consultancy fee shall be non-refundable. The Parties acknowledge that consultancy services are advisory and professional in nature and do not guarantee any minimum sales, purchase orders, customers, turnover, business volume or specific commercial outcome.

In simple terms

Part	Service	Fee	Payment
A	Verified Supplier enrolment	₹60,000/	Annual/Upfront
B	Additional business consultancy after enrolment	₹25,000/	Monthly/Upfront

4. SUPPLIER OBLIGATIONS

The Supplier shall provide Consultant with accurate & updated information regarding its products, specifications, certifications, prices, manufacturing capabilities, production capacity, delivery schedules and other information reasonably required for marketing and business development.

The Supplier shall be solely responsible for the quality, specifications, conformity, warranty, delivery and performance of products supplied by it to customers.

The Supplier authorizes consultant to use the Supplier's company name, logo, product photographs, product information and other approved business information for legitimate marketing and supplier-development purposes, including listing on Tensile-India.com, subject to the Supplier providing such information.

5. BUSINESS LEADS & NON-CIRCUMVENTION

Any enquiry, business lead, or business opportunity introduced or substantially developed by the Consultant may be disclosed to the Consultant at the Supplier's sole discretion, unless the customer specifically directs the Consultant to handle or manage the same.

The Supplier shall not, directly or indirectly, take any action intended to harm, damage, or adversely affect the reputation or business interests of the Consultant.

6. CONFIDENTIALITY & DISCLOSURE

The Consultant may disclose the Supplier's company name, logo, product range, manufacturing capabilities, certifications, contact/business details and other information provided or approved by the Supplier to prospective customers, buyers, distributors, OEMs, traders and other relevant business parties for legitimate marketing and business-development purposes. Furthermore, in its website, marketing material, digital platforms and business communications for the purpose of promoting the Supplier.

7. INDEPENDENT RELATIONSHIP

The Parties are independent contractors. This Agreement does not create a partnership, joint venture, employment relationship or automatic exclusive agency/distributorship.

Any exclusive territory, dealership, agency, minimum purchase commitment or commission arrangement shall be separately agreed in writing.

8. TERMINATION

Either Party may terminate this Agreement by giving 30 days' written notice to the other Party.

The Consultant may terminate this Agreement with immediate effect in case of agreement breach, fraud, unlawful conduct, or any improper or detrimental dealings with customers, including disputes, misconduct, or incorrect parts/materials being dispatched which result in harming Consultant's reputation. Termination shall not affect rights or obligations accrued before termination, and the consultancy fee already paid shall remain non-refundable.

9. FORCE MAJEURE

Neither Party shall be liable for delay or failure caused by circumstances beyond its reasonable control, including natural disasters, war, government restrictions, strikes, epidemics, pandemics or other force majeure events.

10. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by laws in force in India. In the event of any dispute arising out of this Agreement the same shall be settled by binding arbitration conducted by a sole arbitrator appointed by Company and shall be governed by the Arbitration and Conciliation Act, 1996.

The language shall be English, venue of arbitration and agreement shall be subjected to jurisdiction of Haryana and Punjab High Court Chandigarh, (INDIA).

11. ENTIRE AGREEMENT

This Agreement constitutes the complete understanding between the Parties regarding the services covered herein and supersedes any prior oral understanding relating to the same subject matter.

Any amendment or modification shall be made in writing and signed by both Parties.

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12. ACKNOWLEDGEMENT

The Supplier confirms that it has read and understood this Agreement and specifically acknowledges that the marketing consultancy fee is non-refundable.

The Supplier further acknowledges that the fee is paid for the Consultant's marketing, promotional, supplier-development and business-development activities and does not constitute a guarantee of sales, customers or purchase orders.

SIGNATURES**FOR TENSILE-INDIA**

Name: _____

Designation: _____

Signature: _____

Date: _____

FOR THE SUPPLIER

Company Name: _____

Authorized Signatory: _____

Designation: _____

Signature: _____

Date: _____

Company Seal: _____