

## **DISTRIBUTOR CONTRACT AGREEMENT**

This agreement is agreed and accepted electronically & online by and between the executing parties (Here in after mentioned and referred to as Distributor and the Direct selling Entity which expressions shall mean and include their respective legal heirs, assigns, successors, administrators and undertakers).

Be known that this Contract agreement is executed and entered into in accordance with the provisions of India Contract Act and Consumer Protection (Direct selling) Rules, 2021 (Here in after referred to as the Rules)

Where as the Distributor has voluntarily out of his / her own accord, sweet will and without any coercion whatsoever, mental or physical, offered to join the Direct Selling Network business of the Direct selling entity named M/s Sunedge Marketing Private Limited (Registered under the Companies Act, 2013) and Registered Office at S No. 165/2/166, 1st Floor, Advice Chamber, Premlok Park, Chinchwad Pune Maharashtra - 411033 India.

And where as the Direct Selling Entity is engaged in "Direct Selling business" which means marketing, distribution and sale of goods or providing of services through a network of Direct Seller as per its prescribed Sunedge Freedom Plan (Which may be read as part and parcel of this agreement as the same is not being reproduced here for the sake of brevity) not falling under the pyramid or Money circulation scheme.

And where as the Distributor, named below along with his / her KYC particulars there in has, after being explained all the provisions of the said Sunedge Freedom Plan, product details and the present E-contract Agreement in the vernacular language known to him by Shri **Sunedge Marketing Pvt Ltd** ID No. **10002**, duly ascertained and satisfied by visiting the Direct selling entity's website [www.sunedge.co.in](http://www.sunedge.co.in), has voluntarily offered to join the business of the Direct selling entity and resolved to enter into this E-contract agreement, hence this deed.

### **NOW THEREFORE THIS DEED COVENANTS AS UNDER :**

1. The Direct selling entity hereby covenants that it is fully compliant to the Consumer Protection Act, 2019, Consumer Protection (Direct Selling) Rules, 2021, Legal Metrology Act, 2009, E-commerce Rules, 2020 and all other Rules and laws applicable to an Indian Direct Selling Entity.

2. The Direct selling entity assures and the Distributor agrees :-

- a. That this E-contract agreement has no provision that a Distributor will receive remuneration or incentive for their recruitment / enrolment only of new participants.
- b. That it does not require a participant to purchase goods or services for an amount that exceeds the amount for which such goods or services can be expected to be sold or resold to consumers.
- c. That it does not require a participant to pay any entry / registration fee / subscription fee, cost of sales demonstration equipment and materials or other fees relating to participation in the Direct selling entity's Direct selling business.
- d. That it has ascertained from the Sunedge Freedom Plan provided by the Direct selling entity (The same may be read as part and parcel of this E-contract agreement as the same is not being reproduced here for the sake of brevity), the stipulated amount of any or all types of Incentives, rewards, etc. including financial and non-financial benefits payable to the Distributor are calculated only and only on the basis of effective sale, marketing and distribution of products and in no way on the basis of recruiting / sponsoring / introducing another Distributor.

**3. Cooling Off Policy :** That the Direct selling entity allows or provides to the Distributor herein a reasonable cooling off period in accordance with clause 3 (b) of the Rules, of the said Rules undertake to provide a newly registered Distributor a cooling off period of 30 days effective from the date of signing and execution of the contract agreement by him / her while registering as Distributor with us wherein the said Distributor can cancel the contract agreement without resulting in any breach of contract or levy of penalty.

**4. Buyback Policy :**

- a. If the product is in marketable\* condition and is returned within 30 days of receipt of goods accompanied by the original invoice, 100% of the amount as refund will be given.
- b. If the product is in Unmarketable\*\* condition and is returned within 30 days of receipt of goods refund value will be assessed by Grievance Redressal Officer and appropriate value will be given. \*Marketable refers to products that are unopened, sealed and undamaged in any form whatsoever. \*\*Unmarketable products are those which have been opened and its seal broken.

5. That the Distributor herein agrees that the Direct selling entity has established a "Grievance Redressal Mechanism" for consumers and Distributors to redress their grievances and complaints, annexed here with which may be read as part and parcel of these covenants as the same is not being reproduced here for the sake of brevity.

6. The Direct selling entity here in does not require, invite or solicit a Prospect or a would - be Distributor to invest money in any form whatsoever to participate in its Direct selling business. The Distributor shall however be required to bear the cost of products purchased by him / her and does not include any provision that the Distributor herein will receive

compensation for the recruitment of other participants to participate. That he / she will receive compensation derived only and only from the sale, marketing and distribution of products, in accordance with the Sunedge Freedom Plan provided and prescribed by the Direct selling entity, to which the Distributor here by agrees to whole of this covenant in letter and spirit.

7. That the Direct selling entity will provide all support to the Distributor in delivery of the products through Franchisee / Pick-up centers / Available Courier / Transport or any other Logistics Service for maintaining effective support system.

8. That by accepting the Offer of the Distributor here in the Direct selling entity requires him / her to do and complete the following steps. An Individual/ Firm / entity eligible to enter into a contract as per the provisions of the India Contact Act, 1872 and wish to become an Distributor of the Direct selling business of the entity here in, can apply to become an Distributor for marketing and selling of Direct selling entity's product on pan India basis, in prescribed form through online method.

- a. Fill the application form online and upload scanned KYC documents.
- b. Accept the terms and condition of this E-contract agreement by clicking on "I AGREE" button below.
- c. On the completion of the above process, the Distributor can take a printout of this agreement.
- d. Upon the execution of this agreement and after the verification of all the KYC documents uploaded through the above process, the applicant shall be accepted as an Distributor of the Direct selling entity's business and a Unique Identification number and password shall be allotted to the applicant, to allow him / her to log on to access his / her own personal account maintained by the company on it's website.
- e. That the Distributor shall submit the following self-attested documents in hard copy to the Direct selling entity within 30 days from the date of execution of this Agreement (Including the acceptance of terms of this agreement) already accepted and agreed upon by clicking on "IAGREE" button at the bottom of these presents (agreement).
- f. That the Direct selling entity upon scrutiny and verification of the Application and KYC particulars may re-consider it's decision and reject application of the Distributor herein, to which the Distributor here by agrees. The Direct selling entity shall have sole discretion and shall be at liberty to reject his / her direct selling unique ID number, if the KYC and other documents in hard copy are found unsatisfactory, mollified. Forged or not conforming to Government guidelines prescribed for this purpose.
- g. That the KYC shall include but not limited to verified proof of address, proof of identity, and PAN as per the provisions of the Income Tax Act, 1961, as follows, duly issued by the Government of India or a State / UT government.
  - i. Aadhaar Card
  - ii. Voter ID Card
  - iii. Passport

- iv. RATION card
- v. Any other identity document issued by the State / UT or central government which can be verified online.
- vi. Additional Documents required for Applicant in case of a company or firm :
  - 1. CIN or Registration Certificate, MOA & AOA or Partnership Deed, as the case may be;
  - 2. PAN, GSTIN, FSSAI (wherever applicable)
  - 3. List of Director's / Partners of the applicant entity
  - 4. Board Resolution / Authorization in favor of the Director / Partner signing and executing this E-Contract agreement and Application

9. The Distributor here in declares that he / she / they has/have not been declared a bankrupt by a competent court of law as provided under clause (3) of section 79 of the Insolvency and Bankruptcy Code, 2016 and that he / she is neither of unsound mind nor convicted by any court of law in preceding five years of the date of joining the Direct selling entity's business herein.

10. The Distributor herein agrees that he / she shall take appropriate steps to ensure the protection of all sensitive personal information provided by the consumer with the applicable laws for the time being in force and ensure adequate safeguards to prevent access to, or misuse of, data by unauthorized persons.

11. The Distributor herein agrees that he / she shall not visit a consumer's premises without identity card and prior appointment or approval.

## **12. Scope of the Work :**

- a. That the Distributor shall market, distributor and sell the products of the Direct Selling Entity using word of mouth publicity, display and demonstration of the products, distribution of pamphlets, and door to door selling to consumers and prospective Distributors.
- b. That the Direct selling entity shall be exclusive owner of the name and logo of the Direct selling entity. The Distributor shall not use the trademark, logo type and design anywhere without prior written permission from the Direct selling entity. This permission, if given, can be withdrawn at any time by the Direct selling entity. Violations if any, shall be termed as violation of this agreement and may result in termination of this agreement and Distributor-ship of the Distributor, penal actions under the prevailing IPR laws and Rules at the sole discretion of the entity herein to which the Distributor herein agrees.
- c. That the Distributor shall not manipulate, alter, amend, add or delete any provisions of the Entity herein Sunedge Freedom Plan, pricing of products, BV etc., in any way whatsoever and shall not send, transmit or otherwise communicate any messages to



anybody on behalf of the Direct selling entity, contrary to entity's policies, principal, instructions and prescriptions without prior written authorization and permission for the same by the Direct selling entity.

- d. That the Distributor will get specified percentage / points-based Incentive spertaining to the sales for sellingthe Direct selling entity's products under this E-contract Agreement.
- e. That the Direct selling entity here by covenants that it shall provide to the Distributor with complete instruction book(s), catalogues, pamphlets for promoting sales, marketing and distribution and shall provide mandatory orientation training.
- f. That the Direct selling entity shall issue photo identity cards to Distributor. This photo identity card shall be returned by the Distributor to the Direct selling entity at the expiry / termination / revocation of this agreement and / or shall be destroyed but shall not be misused in any way or form whatsoever. The identity card shall contain the Name & Unique ID number (FSSAI Number, if applicable)of the Distributor.
- g. The Distributor will not be authorized to collect any type of cash / cheque / demanddraftin his own name, on behalf of the Direct selling entity. All cheques / demand drafts etc. should be drawn in the name of the Direct selling entity only and the same should be deposited with the Direct selling entity's office orother offices as may be specified by the Direct selling entity, within 24 hours of the time of receipt. Distributor shall hold the said cash collection / cheque / DD in trust for andon behalf of the Direct selling entity. Upon failure to deposit the said cashcollection / cheque / DD, Distributor shall be liable to pay damages / compensation and Mesne-profit, if any. The receipt / invoice issued by the Direct selling entity only would be valid documentary evidence in the hand of the consumer. It means Distributor would not be authorized to issue any receipt / invoice on behalf of the Direct selling entity.
- h. That the Direct selling entity may open following facilities for sale of its products :
  - i. Online Portal / E-commerce
  - ii. Stores (Retail Outlets)
  - iii. Authorized Sales Point / Pickup Center
- i. That an Distributoris not authorized to sell any product of the Direct selling entity herein one-commerce platform / marketplace, without prior written consent, permission or authorization of the entity herein the Distributor is also prohibited from listing, marketing, advertising, promoting, discussing, or selling any product, or the business opportunity on any website or online forum that offers auction as a mode of selling.

**13. Sales Incentives / Commission Structure or other Benefit :** The Distributor shall be eligible for the following financial incentives and / or privileges :

- a. Incentives on the sales, marketing and distribution of products and / or services by the Distributor and his / her team or network of Distributors, as per the Sunedge Freedom Plan of the entity herein, annexed here with but not being reproduced here for the sake of brevity.
- b. Distributor can Market sell or distribute Direct selling entity's products. Dis-

- d. Distributor can market, sell or distribute Direct selling entity herein's Productson Pan India basis. There is no territorial restriction or limit to sell the products.
- c. He / she can always check and inspect his / her account on the Direct selling entity's website by using his / her Unique ID and Password allotted to him / her by the Direct selling entity.
- d. That the Direct selling entity reserves the right to restrict the list of products for a particular area / region.
- e. That price revisions, Government directives, market forces etc. may tend and force the entity herein to change the Direct Selling entity's Sales Incentive policy and the Direct Selling entity's decision in this regard will be final and binding. In all such cases, the amendments will be notified on the Direct Selling entity's website and such notifications shall be binding on the Distributor. However, if any Distributor does not agree to be bound by such amendment, he / she may terminate this agreement within 30 days of such publication by giving a written notice communicating his / her objections, if any, to the Direct selling entity. Without submission of the objection for modification etc., if an Distributor continues the Direct Selling business and activities of the entity herein then it will be deemed and presumed that he / she has accepted all modifications and amendments in the terms & conditions for future.
- f. That all payments and transactions shall be valued in India Rupees (INR).
- g. That the Direct selling entity does not guarantee / assure / promise or offer any facilitation feesor any amount or quantum of income whatsoever to the Distributor on account of becoming a Distributor of the Direct selling entity.
- h. That Sales Incentives to the Distributor shall be subject to all statutory deductions as applicable like TDS etc.
- i. That Sales Incentive accrued and paid to the Distributor is inclusive of all taxes.

14. That the Direct selling entity shall provide accurate and complete information to prospective and existing Distributors concerning the reasonable amount of earning opportunity and related rights and obligations.

15. That the Direct selling entity shall pay all dues to the Distributor and make with holdings, if any, in a commercially reasonable manner.

16. That Direct selling entity does not require a Distributor to maintain an office or establishment in furtherance of his / her entrepreneurship and if an Distributor does so then he / she himself / herself will be responsible to bear such expenses and the Direct selling entity will in no way be responsible to refund or reimburse the same.

17. That Distributor covenants with the Direct selling entity that it will exclusively engage in the sale of the Direct selling entity's products and shall not indulge in the sale of similar / identical products of any other entity / brand whatsoever.

18. That Unique Identification Number will have to be quoted by the Distributor in all his / her transactions and correspondence with the Direct selling entity. The Unique Identification Number once allotted cannot be altered at any point of time. That no communication will be entertained without Unique Identification Number and password. Distributor shall preserve the Unique Identification Number and Password properly as it is must for logging on to the website of the entity herein.

19. That the Distributor shall be faithful to the Direct selling entity and shall uphold the integrity and decorum to the Direct selling entity and shall maintain good relations with other Distributor and customers also.

20. That the Distributor shall abide with policies, procedures, rules and regulations prescribed by the Direct selling entity as well as all laws, rules, regulations, directives and rules issued by Government of India, a State Government, a Local body, a Court of Law and local administration, from time to time. An Distributor will also not indulge in any deceptive or unlawful trade practices such as Mis-selling or Unfair Trade Practices as mentioned in clauses 3(f, g, and i) as defined in the Rules and Clause 2(1), (18), (20) (41) to 4(43) and (47) of the Consumer Protection Act, 2019 and if does so then he / she shall be only and solely responsible for the consequences and perils there of.

21. That the Distributor shall be liable to produce / show / explain the Sunedge Freedom Plan to the prospects as has been received by him / her. If the Direct selling entity notices that the Distributor is working in a way not permitted / authorized, then the Direct Selling entity shall have exclusive powers to terminate or bar him / her from the Direct selling entity's Direct selling business with or without giving a show cause notice.

22. That the Distributor cannot conduct or announce personal level business promotion activities by offering cash rewards, trips, valuables, etc.

23. That the Distributor is personally liable for delivery of goods to its customers. He is also liable to collect products from where it reaches last by the transporter / courier.

24. That the Distributor is prohibited from mentioning / posting / telecasting any inappropriate or defaming content about the Direct selling entity, its products, etc. in any social media platforms. If he / she does any act in contravention to this clause, then this contract agreement will be deemed terminated and the Direct selling entity reserves rights to initiate appropriate legal action against him / her.

25. That only one Distributor-ship code shall be issued on one PAN Card.

26. That the Distributor here by undertakes not to compel or induce or mislead any person

26. That the Distributor hereby undertakes not to compel or induce any person with any false statement / promise to purchase products from the Direct selling entity or to become Distributor of the Direct selling entity.

27. All statutory changes will be in force with immediate effect or as per the law prescribed.

28. Any notice or correspondence's addressed and sent to the Distributor's registered address, E-mail ID and Mobile Number mentioned in the Application Form for registration as Distributor by registered post or a Courier Service or E-mail or Whatsapp message shall be construed as legally delivered to the address. However, it is advisable that every Distributor shall immediately inform the Direct selling entity about the change in his / her address, E-mail ID and Mobile Number failing which the Distributor's non-deliverance claim shall not be tenable at any cost whatsoever.

29. The term of this E-contract agreement is at will, subject to earlier termination in accordance with this E-contract agreement or in accordance with law. If this E-Contract Agreement is terminated for any reason whatsoever, the Distributor understands that his / her right to sell the products and receiving incentives with respect of his / her activities as an Distributor will cease immediately. Direct selling entity reserves the right to terminate this E-contract agreement if any condition(s) of this E-Contract Agreement are violated by an Distributor.

**30. Limitation of Action :** If an Distributor wishes to bring any grievance to the notice of the Direct selling entity he can do so as per the "Grievance Redressal Mechanism" annexed to this agreement may be read as part and parcel of this agreement as the same is not being reproduced here for the sake of brevity.

**31. Indemnification :** That the Distributor agrees to protect, defend, indemnify and hold harmless Direct selling entity and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to

- a. Any breach of any statute, regulation, direction, orders or standards notified by any governmental body, agency, or regulator applicable to the Distributor including payment and deposit of taxes ; on account of Income tax, GST, Trade tax, Professional Tax, whenever applicable and shall obtain necessary registrations / licenses whenever applicable and required under law.
- b. Any breach of the terms and conditions of this E-contract agreement by the Distributor,
- c. Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the Distributor ; or
- d. Against all matters of embezzlement, misappropriation or misapplications of collection

... / moneys which may from time to time during the continuance of the Agreement come into his / her / it's possession / control.

**32. Relationship :** That the Distributor understands that it is an independently owned business entity and this Agreement does not make it, Direct selling entity's employee, associate or agent or legal representative for any purpose whatsoever. The Distributor does not possess any express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the Direct selling entity or to bind the Direct Selling entity in any manner whatsoever. In case, an Distributor violates this provision in any manner whatsoever then he / she shall be responsible for all types of consequences be it financial, statutory, civil or criminal.

**33. Suspension, Revocation or Termination of this E-contract agreement :**

- a. That the Direct selling entity reserves the right to suspend the operation of this E-contract agreement, at any time, due to change in it's own license conditions or upon directions from the competent government authorities. In such a situation, Direct selling entity shall not be responsible for any damage or loss caused or arisen out of aforesaid action
- b. That in case of violation of any of the provisions of this agreement stated here-in-before and agreed upon by the Distributor, the Direct selling entity may, without prejudice to any other remedy available, issue a one month's written notice and call upon the Distributor to explain his conduct in writing failing which or if the explanation is found unsatisfactory and unacceptable in the ordinary course of business, suspend / block/ terminate the Distributor from further conducting the business of the Direct selling entity.
- c. That the Distributor may terminate this agreement at any time by giving a written notice of one month to the Direct selling entity at the Registered address of the Direct selling entity.

**34. Actions pursuant to Suspension / Blocking / Termination of this E-contract agreement :**

That not with standing any other rights and remedies provided else wherein the agreement, upon termination of this agreement :

- a. The Distributor shall not represent the Direct selling entity in any of it's dealings.
- b. The Distributor shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the Direct selling entity is still having Direct selling agreement with the Distributor.
- c. The Distributor shall stop using the Direct selling entity's name, trademark, logo, etc., in any audio or visual form.
- d. All obligations and liabilities of such Distributor to the Direct selling entity existing on the date having accrued during the validity of this Agreement will have to be

fulfilled, met and satisfied by the Distributor in every manner whatsoever.

**35. Governing Laws and Regulations :**

- a. That this Agreements shall be governed by the provisions of the Indian Contract Act, 1872, the Consumer Protection Act, 2019, Consumer Protection {DirectSelling} Rules, 2021 or other laws of the land.

**36. Dispute Settlement :** The Distributor herein agrees and accepts that the remedial action available to him / herin the event of any interpretation of any question of law, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which isspecifically provided under this agreement), the same shall beas under :

- a. As per the Grievance Redressal Mechanism offered by the entity herein and forming part of this contract agreement ;
- b. There after, the dispute if any shall be referred to National Consumer Helpline or State consumer Helpline for effective Mediation ;
- c. Disputes if any shall be resolved in accordance with the provisions ofthe India Arbitration and Reconciliation Act and mediation provisions of Consumer Protection Act, 2019 OR
- d. Referred to a legal forum dealing with consumer disputes having jurisdiction in the District of Pune, Maharashtra.

**37. Force - Majeure :** That if at any time, during the continuance of this agreement, the performance in whole or in part, by the Direct selling entity, of any obligation under this ais prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State ordirection from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities / Disaster or any act of God (hereinafter referred to asevent), neither party shall, by reason of such event, be entitled toterminate this agreement, nor shall either party have any such claimsfor damages against the other, in respect of such non-performance ordelay in performance. Provided that the Services under this agreement shall be resumed as soon as practicable, after such event comes to anend or ceases to exist.

**38. The Distributor here by covenants as under :**

- a. That he / she has clearly understood the application form, Sunedge Freedom Plan of the Direct Selling Entity, it's limitations and conditions and he / she is not relying upon any representation or promises that are not set out in this E-contract agreement

Contract agreement.

- b. That relation between the Direct selling entity and the Distributor and all his / her activities here under shall be governed in addition to this agreement, by the rules / procedures contained in the Business / Compensation available on website. The Distributor confirms that he / she has readout and / or has been read out in the vernacular language known to him / her by the person named here in above, all the terms & conditions there of and agrees to be bound by them.
- c. That Distributor, here by declares that all the information furnished by him / her to the Direct selling entity are true and correct. Direct selling entity shall be at sole discretion and liberty to take any action against the Distributor in the event, it is discovered that the Distributor furnished any wrong / false information to the Direct Selling entity.
- d. The Distributor here in very well understands that violation of this contract agreement in any way whatsoever may result in termination of this agreement as per procedure laid down there in.

**IN TOKEN OF HIS / HER AGREEING TO AND ACCEPTING ALL PROVISIONS OF THIS CONTRACT AGREEMENT SET HERE IN ABOVE, HE / SHE IS CLICKING ON THE "I AGREE" BUTTON GIVEN HERE IN.**

**Name :** Sunedge Marketing PvtLtd      **Bank A/C No /**  
**S/O Shri Sunedge Marketing PvtLtd      IFSC Code**  
**Resident of**  
Gcgcg  
**Pin Code** cghcghchgc  
**State**  
**PAN No.**  
**AANDHAR No.**  
**Name of the Bank & Branch** cfhgchgchgc gvcghchgchgc

**NODAL OFFICER**

M/S Chaganji J Rathod

**ADDRESS**

1st Floor, Arvis Chember, Above TVS, Showroom, Near SKF Company, Premlok Park, Chinchwad, Pune 33.

**Mob No.** 91-7774006268

**E mail:** nodalofficer.sunedge@gmail.com

**ANNEXURE I**  
**GENERAL TERMS AND CONDITIONS OF CONTRACT**  
**AND APPENDICES**

**39. Definitions** As used herein, the following terms shall have the meanings set forth below:

- A. "Services" shall mean the Company's services to be sold by Direct Selling Agent and such services as may be communicated by the Company in writing to the Direct Selling Agent from time to time.
- B. "Territory" shall be allocated during time of engagement by the Company in writing to the Direct Selling Agent. Any change in "Territory" shall be communicated by the Company in writing to the Direct Selling Agent from time to time.
- C. Direct Selling Agent will have the title of "Direct Selling Agent."

**40. Appointment**

Company hereby appoints Direct Selling Agent as its non-exclusive selling agent for the services in the territory, and Direct Selling Agent hereby accepts such appointment. Direct Selling Agent's sole authority shall be to solicit customers for the services in the territory in accordance with the terms of this agreement. Direct Selling Agent shall not have the authority to make any commitments whatsoever on behalf of Company.

**41. General Duties**

Direct Selling Agent shall use his best efforts to promote the services and maximize the sale of the services in the territory. Direct Selling Agent shall also provide reasonable assistance to Company in promotional activities in the territory. Direct Selling Agent will assist the company by taking part in all promotional events, use the marketing inputs judiciously for maximizing orders for the company.

**42. Reserved Rights**

Company reserves the right to solicit/engage other Agents, Direct Selling Agents directly from businesses within the territory. Direct Selling Agent's task is to solicit customers from all potential businesses in the territory.

**43. Conflict of Interest** Direct Selling Agent warrants to Company that it does not currently represent or promote any Services that compete with the Company's Services. During the term of this Agreement, Direct Selling Agent shall not represent, promote or otherwise try to sell within the Territory any Services that, in Company's judgment, compete with the Services covered by this Agreement.



**44.** Independent Contractor Direct Selling Agent is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise, or (iii) allow Direct Selling Agent to create or assume any obligation on behalf of Company for any purpose whatsoever. Direct Selling Agent is not an employee of Company and is not entitled to any employee benefits. Direct Selling Agent shall be responsible for paying all income taxes and other taxes charged to Direct Selling Agent on amounts earned hereunder. All financial and other obligations associated with Direct Selling Agent's business are the sole responsibility of Direct Selling Agent.

**45.** Indemnification by Direct Selling Agent Direct Selling Agent shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts of Direct Selling Agent or misrepresentation or breach of any obligations under this agreement.

#### **46. Commission**

##### **A. Sole Compensation**

The Company shall pay the Direct Selling Agent a commission at such rate as may be communicated by the Company in writing to the Direct Selling Agent, for whole or part of the services hereto, based on the Maximum Retailing Price of the product as fixed by the company on every new order. This commission will be subjected to the relevant taxes as applicable. The Company reserves its right to revise the rate of commission from time to time and the same shall be intimated to the Direct Selling Agent in writing by the Company.

##### **B. Basis of Commission**

The Commission shall apply to all sales orders from customers solicited by Direct Selling Agent. (Customers defined as an individual or a company who have bought the product / services from the Direct Selling Agent for their own use.) No commissions shall be paid on (i) orders solicited directly by Company within the Territory; (ii) orders received from outside the Territory unless otherwise agreed in writing by Company. (iii) No commission will be paid to the Direct Selling Agent until 100% payment pertaining to the order is received. The company reserves the right to change the commission / prices on products as and when required.

##### **C. Time of Payment**

The commission on all PAID ORDERS shall be due and payable within ten (10) working days after the Direct Selling Agent raises invoice.

##### **D. Monthly Statements**

The Direct Selling Agent shall submit to the company the monthly statements of commissions due and payable to Direct Selling Agent under the terms of

or commissions due and payable to Direct Selling Agent under the terms of this Agreement.

#### **47. Sale of the Services**

##### **A. Prices and Terms of Sale**

Company shall provide Direct Selling Agent with copies of its current market price and this is subject to change and the sole discretion of the same lies with the company, its payment schedules, and all Rules and Regulations and other material available for sales presentation and customer's information. Direct Selling Agent shall quote to Customers only those authorized prices, payment schedules, and terms and conditions as informed by Company. The services will be activated only after receipt of 100% payment pertaining to the order. The company will not refund any money in part or in full after payment on order is once received.

##### **B. Acceptance**

All requests for service obtained by Direct Selling Agent shall be subject to acceptance by Company and all quotations by Direct Selling Agents shall contain a statement to that effect. Direct Selling Agents shall have no authority to make any acceptance or commitments to customers. Company specifically reserves the right to reject any request for service or any part thereof for any reason, Company shall inform Direct Selling Agent of any written acceptances on commissionable applications/orders.

##### **C. Collection**

Full responsibility for collection of payment from customers rests with Direct Selling Agent.

#### **48. Additional Responsibilities of Direct Selling Agent**

##### **A. Expense of Doing Business**

Direct Selling Agent shall bear the cost and expense of conducting its business in accordance with the terms of this Agreement. This would include salaries for the staff of the Direct Selling Agent who are engaged in the business of selling the products of the Company, expenses related to communications, telecommunication, mailing, conveyance and business entertainment if required. The company will not entertain any reimbursement on any expense made by the Direct Selling Agent other than the commissions.

##### **B. Promotion of the Products**

Direct Selling Agent shall make efforts to promote the sale of and stimulate demand for the Services within the Territory by direct solicitation. In no event shall Direct Selling Agent make any representation, guarantee or warranty concerning the Services except as expressly authorized by Company. The Company will take care of all online promotions on their website and ensure lead generations. Use of company logo, product logo, any advertising / promotion / marketing activity conceived originally by the Direct Selling Agent should be first approved in writing by [Sun edge Marketing Pvt Ltd] before

being implemented.

C. Agents & Customer Service

Direct Selling Agent shall inform and assist customers on Company's Services, and shall perform such additional customer services by e-mail, phone and fax, whenever needed, as good salesmanship requires and as Company may reasonably request.

D. Books and Records

Direct Selling Agent shall notify Company of any Customer's complaints regarding either the Services or Company and immediately forward to Company the information regarding those complaints.

#### **49. Additional Obligations of Company**

A. Assistance in Promotion

Company shall, at its own expense, promptly provide Direct Selling Agent with marketing and technical information, training concerning the Services, brochures, instructional material, advertising literature, and other product data.

B. Assistance in Technical Problems

Company shall, at its own expense, assist Direct Selling Agent and customers of the Services in all ways deemed reasonable by Company in the solution of any problems relating to the Services.

C. New Developments

Company shall inform Direct Selling Agent of new Products or Services that are competitive with Company's Products Services and other market information and competitive information as discovered from time to time.

#### **50. Trademarks and Tradenames**

A. Use. During the term of this Agreement, Direct Selling Agent shall have the right to indicate to the public that it is an authorized Direct Selling Agent of Company's Services. Nothing herein shall grant Direct Selling Agent any right, title, or interest in Company's Trademarks. At no time during or after the term of this Agreement shall Direct Selling Agent challenge or assist others to challenge Company's Trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of Company.

**51. Non-Compete** For a period of [12 months] after the Direct Selling Agent is no longer in agreement with the Company, the Direct Selling Agent will not, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, distribute, sell, offer to sell, or solicit any orders for the purchase or distribution of any products or services which are similar to those distributed, sold or provided by the Company.

## **52. Term and Termination**

### **A. Term.**

This Agreement shall commence on the date first written above for a period of [2 years] unless terminated earlier as provided herein below.

### **B. Termination.**

Either party to this agreement shall have the right to terminate this agreement with or without cause with a thirty (30) days written notice to the other party.

### **C. Return of Materials.**

All of Company's trademarks, trade names, data, photographs, literature, and sales aids, customer related database of every kind shall remain the property of Company. Within five (5) days after the termination of this Agreement, Direct Selling Agent shall return all such items to company. Direct Selling Agent shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, Direct Selling Agent shall cease to use all trademarks, marks and trade name of Company.

### **D. This agreement will be reviewed by the company after a period of [12 months]. Any Direct Selling Agent not performing to the full satisfaction of the company in terms of securing new orders and company's policies is liable to be terminated**

## **53. Limitation on Liability**

In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures or commitments in connection with the business or goodwill of Company or Direct Selling Agent.

16. Confidentiality Direct Selling Agent acknowledges that by reason of its relationship to Company hereunder it will have access to certain information and materials concerning Company's business plans, customers, technology, and products/services that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Direct Selling Agent agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by the Company.

Company shall advise Direct Selling Agent whether or not it considers any particular information or materials to be confidential. Direct Selling Agent shall not publish any description of the Products/Services beyond the description published by Company and without the prior written consent of the Company. In the event of termination of this Agreement, there shall be no use or disclosure by Direct Selling Agent of any confidential information of Company.

#### **54. Governing Law and Jurisdiction**

This Agreement will be governed by and construed in accordance with the laws of Republic of India. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the [Bombay and Pune Court].

18. Entire Agreement This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to neither this Agreement, nor any waiver of any rights under this Agreement to be done unilaterally and it shall be effective unless in writing signed by the party to be charged.

55. Notices Any notices required or permitted by this Agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized overnight delivery service:

If to Company:

**Sun edge Marketing Pvt Ltd**  
**S No. 165/2/166, 1st Floor, Arrive Chamber,**  
**Premlok Park, Chinchwad Pune Maharashtra - 411033 India**

If to Direct Selling Agent:

Direct Selling Agent Name  
**Sunedge Marketing PvtLtd**

#### **56. Non-Assignability and Binding Effect**

A mutually agreed consideration for Company's entering into this Agreement is the reputation, business standing, and goodwill already honoured and enjoyed by Company under its present ownership, and, accordingly, Direct Selling Agent agrees that its rights and obligations under this Agreement may not be transferred or assigned directly or indirectly. Subject to the foregoing, this Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and assigns.

57. **Severability** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

**58. Headings**

Headings used in this Agreement are provided for convenience only and all not be used to construe meaning or intent. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

For **Sun Edge Marketing Pvt Ltd**

Signature .....

(Mr. C Rathod )

DIRECTOR

For .....

Signature

.....

(Sunedge Marketing PvtLtd)

Direct Selling Agent

Witness :

Signature.....

Name.....

Address.....

.....

**Witness :**

Signature.....

Name.....

Address.....

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