

EXCLUSIVE SALES AND MARKETING AGREEMENT / TERMS AND CONDITIONS

This Exclusive Sales and Marketing Agreement (hereinafter called “Agreement”), to be effective from Date of Joining, is by and between **“HELP FOR TRADE DREAM PVT. LTD, CHANDRAPUR”** (hereinafter referred to as the “COMPANY”), a private limited liability company registered under the COMPANY’S ACT,2013, on dt: 22/09/2016, [CIN :- U52609MH2016PTC286175] and **“AGENT”** .

WITNESSETH:

WHEREAS

- A. Company is the Sole dealer / Stockist/ owner of the Subject Product as defined below;
- B. COMPANY is willing and able to grant an exclusive Selling right, to the AGENT, to market and sell the Subject Product to the customers on the terms set forth herein;
- C. AGENT desires to obtain said exclusive right to market and sell the Subject Product in the multi level marketing industry, as further defined in this Agreement.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto expressly agree as follows:

1. DEFINITIONS AS USED HEREIN

- 1.1 The term “Subject Product” shall mean the ‘Incense Sticks (Agarbatti)’ at present and shall include all future products that company may intend to market sell and offer for sale.
- 1.2 The term “Multi-Level Marketing” shall mean the form of marketing, also called Network Marketing, in which individuals are associated with a parent company as independent contractors, also known as Members or distributors, to market products and are

compensated based on their sales of products by earning commissions, bonuses or rebates. Typically, commissions are earned on sales to the end user or consumer who may be a customer or a distributor/Member that buys the product at a wholesale price for personal consumption.

1.3 The term “Territory” shall mean and include all over India.

1.4 The term “the Parties” shall mean AGENT and COMPANY.

2. GRANT OF RIGHT

2.1

The COMPANY hereby grants to the AGENT the exclusive right to market, sell and offer for sale throughout the Territory through Multi-Level Marketing the Subject Product.

3. MARKETING

3.1

AGENT shall use reasonable efforts, as defined herein, to effect the sale of Product by means of Multi-Level Marketing in markets in the Territory as soon as practicable.

3.2

AGENT shall provide written notice to COMPANY when product orders are placed by AGENT to COMPANY in the form of a purchase order.

3.3

AGENT will provide to COMPANY written notice of all existing and new registrations throughout the territory regarding Products within ten (10) days of the execution of this Agreement or the receipt of new product registrations. AGENT and COMPANY will coordinate all product registrations involving the Subject Product throughout the territory.

3.4 COMPANY shall be the exclusive and sole manufacturer/distributor of the Subject Product for the AGENT.

3.5 The COMPANY shall have the right to review and approve AGENT’s plans to expand its sales and marketing of

Product(s). The Parties agree to use their best efforts to reach a mutually satisfactory agreement relative to any and all objections.

4. PAYMENTS AND REPORTS

4.1 AGENT shall pay to the COMPANY by way of DD /Cheque only in favour of 'HELP FOR TRADE DREAM PVT LTD' Payable at Chandrapur.

4.2 Payments by Cash shall be accepted only in Chandrapur Main Branch, at Company's Registered Office.

4.3 Should the AGENT fail to make any payment whatsoever due and payable to the COMPANY hereunder at the time it is due, it shall be deemed an event of default and the Agency shall automatically deemed to be terminated and he / she shall be no longer termed as AGENT and shall be restrained from doing any kind of sells or marketing of the subject product. And the registration will automatically stand cancelled.

4.5 That after the payment is received by the COMPANY, than the ID would be issued by the COMPANY.

5 TERM, TERRITORY AND TERMINATION

5.1 Unless earlier terminated as hereinafter provided, this Agreement shall continue in full force and effect from date of joining till the termination.

5.2 In the event of default or failure by AGENT to perform any of the terms, covenants or provisions of this Agreement, AGENT shall have thirty (30) days after the giving of written notice of such default by COMPANY to correct such default. If such default is not corrected within the said thirty (30) day period, COMPANY shall have the right, at its option, to cancel and terminate this Agreement. The failure of COMPANY to exercise such right of termination for any non-payment or otherwise shall not be deemed to be a waiver of any right COMPANY might have, nor shall such failure preclude COMPANY from exercising or enforcing said right upon any subsequent failure by AGENT.

5.3 If the Agent wants to take Level Income, than the AGENT shall have to introduce minimum 2 (two) Persons /Agents compulsorily. That

the introducing agent shall get the income as per his income level when he joins the second agent. For Example if an introducer 'X' is working on 3rd level, but has joined only one agent 'A' than he shall be liable to receive the income only after he joins agent 'B'. Thus till joining of second agent 'B' even if he is working on 4th level he will get the income of 4th level, only from the date of joining of second agent 'B'. Suppose on joining of second agent the introducer is on level 4, he will get income from level 4 and income of level 1, 2 and 3 will be credited to Company's account, he shall not be liable for those earlier income.

5.4. The AGENT is required to fill up the details of Registration Form without any mistake including Bank Details, PAN, have to enclose ID Proof as well as Address Proof. Unless and until bank and PAN details are given, the income amount / level amount shall not be credited to account and the said amount shall be credited in company's account.

5.5 The agreement shall be terminated / Cancelled in case if any ID is not paid within one month or his sponsor shall delete his name / it would be deemed that he /she has not completed the desired Level.

5.6 That the AGENT shall be required to submit the manually filled registration forms with the COMPANY at the registered Office of the Company, and the Company thereafter shall SUBMIT / LOGIN new registration forms.

5.7 COMPANY shall have the right, at its option, to cancel and terminate this Agreement in the event that AGENT shall become involved in insolvency, dissolution, bankruptcy or receivership proceedings affecting the operation of its business.

5.8 At the date of any termination of this Agreement for breach by AGENT of any of the terms and conditions mentioned in agreement, the agreement will be deemed terminated and the AGENT shall immediately cease using any of the Subject Product for selling and marketing and return all Subject Property to COMPANY.

6. ASSIGNABILITY

This Agreement and the rights granted hereunder shall not be assigned by AGENT without the prior written consent of COMAPNY.

7. GOVERNMENTAL COMPLIANCE

7.1 AGENT shall at all times during the term of this Agreement and for so long as it shall sell Product, comply and cause its Affiliates to comply with all laws that may control the import, export, use, sale, marketing, distribution and other commercial exploitation of Product or any other activity undertaken pursuant to this Agreement.

8. ADDRESSES

8.1 Any payment, notice or other communication pursuant to this Agreement shall be sufficiently made to Company at its address below:

“HELPPFOR TRADE DREAM PVT LTD.”,
SINDHI COLONY, RAM NAGAR,
CIVIL LINES, CHANDRAPUR – 442401

9.

ADDITIONAL PROVISIONS

9.1 Independent Contractors. The Parties hereby acknowledge and agree that each is an independent contractor and that neither Party shall be considered to be the agent, representative, master or servant of the other Party for any purpose whatsoever, and that neither Party has any authority to enter into a contract, to assume any obligation or to give warranties or representations on behalf of the other Party. Nothing in this relationship shall be construed to create a relationship of joint venture partnership, fiduciary, or other similar relationship between the Parties.

9.2 Non-Waiver. The Parties covenant and agree that if a Party fails or neglects for any reason to take advantage of any of the terms providing for the termination of this Agreement or if a Party, having the right to declare this Agreement terminated, shall fail to do so, any such failure or neglect by such Party shall not be a waiver or be deemed or be construed to be a waiver of any cause for the termination of this Agreement subsequently arising, or as a waiver of any of the terms, covenants or conditions of this Agreement or of the performance thereof. None of the terms, covenants and conditions of this Agreement may be waived by a Party except by its written consent.

9.3 Entire Agreement. The terms and conditions herein constitute the entire Agreement between the Parties and shall supersede all previous agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. No agreement or understanding bearing on this Agreement shall be binding upon either Party hereto unless it shall be in writing and signed by the duly authorized officer or representative of each of the Parties and shall expressly refer to this Agreement.

9.4 That in case of any dispute between the parties, the dispute shall be subject to 'CHANDRAPUR' Jurisdiction only.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement by their duly authorized officers and representatives on the respective dates shown below, but effective as of the Agreement Date.

COMPANY
"HELP FOR TRADE DREAM PVT.
LTD, CHANDRAPUR"

AGENT