

Terms and Conditions

SECTION 1

1. That the Independent Distributor of the Company understands that he/she is not an employee of the Company Dynamic Beneficial Accord Marketing Private Limited (henceforth referred to as ds.asort) , and there is no relationship of employee-employer between the Independent Distributor and the Company. The Independent Distributor of the Company shall be considered as an Independent Business Person starting the business with his / her free will and consent without any pressure, force or persuasion from anyone

SECTION 2

1. That the Independent Distributor understands that the Company is a direct-selling network marketing company dealing in ready-made garments, apparel and accessories. And that there is no membership fee, joining fee or renewal fee in the company. The Independent Distributors only pay for products and get a tax-paid invoice against their purchases.

2. That the Independent Distributor of the Company is above 18 years of age and has submitted valid documents in support of his / her date of birth and that the Independent distributor undertakes full responsibility for the genuineness of Identification Documents being submitted.

3. That the Independent Distributor of the Company certifies that the details filled in the Online Distributorship Application on the company's website for new Independent Distributors have been filled-in correctly and have been thoroughly verified. Further, he/she takes full responsibility for any errors or omissions in these details. The responsibility for correctness of these details will be both of the existing distributor as well as the prospective distributor.

4. That the Independent Distributor of the Company takes full responsibility for the correctness of his / her Aadhar No., Bank Account & PAN details submitted in the Online / Offline Application.

5. That in case the Independent Distributor of the Company is a "Company", "Proprietorship firm" or "Partnership firm" then appropriate copies of certification issued by Registrar of Companies or other competent authority, separate affidavit, etc. have to be submitted at the time of registration as an Independent Distributor of the Company. In such cases, the applicant company shall appoint an authorised representative and the application form must accompany the letter of authorisation along-with Identity Documents of the said authorised representative.

6. That after approval of his/her application, the Independent Distributor of the Company shall be granted distributorship for a period of one year which would entitle him / her with all rights and privileges thereof and therewith. Further, this distributorship may be renewed on annual basis upon making a formal application to the company. This agreement and distributorship shall be deemed to be terminated in case the applicant fails to get the distributorship renewed before the expiry date, i.e., date of completion of one year. The Company shall not be liable to give any notice for termination in the event of non-renewal.

7. That the Independent Distributor of the Company shall be liable to run his/her business with due sincerity and honesty and in the best interest of the Company. He/she shall be further entitled to expand his/her personal business by any means which are not illegal or unethical.
8. That the Independent Distributor of the Company shall not indulge in any illegal activity which could cause harm/damage/loss to the Company and further shall not sway other Independent Distributors by any means, including by reducing the retail prices of the goods.
9. That the Independent Distributor of the Company shall not force any new distributor/prospect to buy the goods from the Company and shall explain to the prospect the business plan of the Company in most fair and transparent manner.
10. That the Independent Distributor of the Company shall not claim himself/herself to be the Director/Officer or Franchise Owner of the Company. Neither the Independent Distributor of the Company shall claim that he/she has an agency of the Company and that he/she could make any other person also an agent of the Company.
11. That the Independent Distributor of the Company shall not disclose the confidential plans of the Company to any other adversary or competing Company and shall also not participate in any illegal business transactions or activities so as to cause loss to the business or reputation of the Company. The Independent Distributor shall also not exaggerate or manipulate the prices / quality / ranking / perfectness or stock conditions in order to sell the retail goods successfully.
12. That the Independent Distributor of the Company shall ensure complete secrecy of his / her Online Control Panel and the data contained there-in; also he/she shall not share personal login/ password with any third-party, company or any other un-related individual or party whatsoever.
13. That the Independent Distributor of the Company shall not use company's name or the name(s) of any of its brands to advertise through any media (including but not limited to press, television, radio, Internet, etc.), to wrongfully give an impression that the company provides any kind of regular jobs or accommodation, etc. Further, the Independent Distributor or the Company cannot use the logo, name, address, etc. of the company or any of its associated brands or branches for any means whatsoever without prior written agreement with the company.
14. That the Independent Distributor of the Company shall not transfer the business supplement to obtain the benefit of retail store and shall also not sell the goods at a price lower than the retail price in any of the retail stores.
15. That the Independent Distributor of the Company shall be restrained from relabelling/ repackaging the retail goods in a manner similar to that of the Company and shall not infringe the copyright of the Company or its suppliers in whatsoever manner.
16. That the Independent Distributor of the Company shall not promote the goods of any other Company doing the business similar to the Company and shall not persuade the customers to purchase

products of other such companies and further shall not sponsor them to approach other Direct Selling Companies.

17. That the Independent Distributor of the Company shall not damage the reputation of the Company or its Administrators, Staff or Distributors and shall not put his/her signatures on any document so as to interfere in the administrative work of the Company.

18. That the Independent Distributor of the Company understands that the Company provides its premises and basic infrastructure purely on good-will basis for official use, sale of garments at counters, and brief interactions of its distributors. The existing or prospective distributors of the company must maintain the company premises in good condition and take appropriate steps to ensure that infrastructure is not damaged. Further, the company is not liable to make any additional arrangements for individual seating or other infrastructure.

19. That the company reserves the absolute rights of admission in its premises. Independent Distributors and prospective distributors are required to carry appropriate Identification Documents at all times, and they may be physically frisked by security guards at any time in the company premises.

20. That the Independent Distributor of the Company understands that all distributors will be treated equally and at par by the company, regardless of their Business Volumes, Ranks, etc. Distributors having higher business volumes cannot seek special privileges or treatment by the company and its staff, etc.

21. That the Independent Distributor of the Company shall not claim himself/herself to be friend/associate/acquaintance of the Administrators/Directors/Staff of the Company in order to show special privilege and thus claim to affect the business prospects.

22. That the Independent Distributors of the Company shall not form Union and defame other Distributors or sway their distributors or interfere in the working of the system in whatsoever manner. No Independent Distributor shall cause damage to the market reputation of the Company so as to cause business loss of the Company.

23. That the Independent Distributor of the Company shall start doing business with the company by depositing copies of proper Government-issued ID Cards/Address & Age Proofs, etc. while undertaking that they are not fake or duplicated. Further, the Independent Distributor undertakes that he/she will not do business with the company under more than one I-Card numbers by falsely giving separate or fake IDs, Address or Age Proofs. And that the Independent Distributor shall not work by concealing his identity or by using different names and shall not run two networks simultaneously.

24. That the Independent Distributor of the company declares that he/she has no "personal" links, acquaintance or relations of any kind with any of Company's staff members or their families/relations. In case there is an existing relationship or acquaintance, it must be declared prior to starting business with the company, and the company management will authorize such distributorship requests in its own discretion. Breach of these terms will automatically terminate the distributorship.

25. That the Independent Distributor of the Company shall not restrain any distributor to do business in his/her particular way and shall also not restrain him/her from leaving the network or encourage him / her to leave the Company.

26. That the Independent Distributor of the Company fully understands that in case he/she keeps his/her purchased stock within the company then an additional handling fee shall be applied by the Company. Further, he/she understands that while starting business at any level in the company by making purchases, the exact price of his/her purchases is mentioned in the invoices issued to him/her by the company.

27. That in case of termination of his / her distributorship with the efflux of time or other reasons (except when there is breach of the terms of this agreement), the Independent Distributor of the Company shall be entitled to receive his/her bonus in the following month when his/her distributorship ceases. He/she shall not be entitled to receive premiums, bonuses, royalty or commissions of any levels generated thereafter, but shall be granted the proportional profit acquired prior to the termination of Distributorship. Any future bonus / profits / royalty / commissions shall be deemed to be cancelled. Further, in case the termination of a particular Independent Distributor of the Company negatively affects the commission levels, profits, royalty, etc. of other existing distributors, then any pre-paid additional amount shall be recovered from the said Independent Distributor(s) as per the business plan, rules and regulations of the Company.

28. That the Company shall be entitled to cancel the distributorship of any Independent Distributor in case it is proven that he/she has failed to comply with the terms and conditions as set out herein or if there is any case against the said Distributor of the Company in any Court of Law which may prevent him / her to continue with the business or which may harm the Company's reputation or good-will. However, he/she shall be entitled to restart business in case of reformation. The final decision in this regard shall lie solely with the Company's Administration/Management. In event of termination for any reason, including non-renewal of distributorship, no application for renewal of distributorship shall be accepted after one month of the expiry / termination of this agreement. In certain cases of non-compliance, the company may disable the distributorship of the Independent Distributor of the company for a specified time as decided by the Administration/Management; in such circumstances also, no distributor benefits, commissions, royalty, etc. shall be provided to the said distributor.

29. That all the Independent Distributors of the Company shall be restrained from getting the signatures of persons on their application forms by means of fraud, cheating or misrepresentation. All prospective Independent Distributors shall be told the following things most specifically:

- a. The quality, type, cost and usage of the product.
- b. Distribution Mechanism and Business Model.
- c. Profit and Commissions / Bonus from sale of products and Business Volume.
- d. Returns and Buy-back Policy: process of return of products and consequences thereof.

- e. Process of surrender of distributorship and consequences thereof.
- f. Conditions and process of Distributorship Account Transfer & Nomination

30. That the Independent Distributor of the Company will make the purchases from the money belonging to him/her and not by availing any kind of loan from any person, Bank or financial institution. Further, he/she will not force or persuade any other new entrant / existing distributor to take loan from any person / Bank / Financial Institution or assure them that loan can be arranged for them at low interest rates. The Independent Distributors shall make it sure that the prospective distributors have the permission of their parents / guardians / family before making any purchases.

SECTION 3

1. That the Independent Distributor will not misguide prospective distributors by persuading him/her to purchase bulk products which he/she is not able to sell in stipulated time or purchase lesser stock & increase the purchase gradually. He / she isn't liable to purchase a definite amount.

2. That the Independent Distributors shall not mislead any prospective distributors by misrepresenting facts about the company. He/she will not make any false promises related to making quick and easy money and also not adopt any mischievous means to bring new prospective distributors. Further, the Independent Distributor of the Company fully understands that his/her income is earned in the form of discounts/commissions from the company and is not his/her regular source of income, neither have they been promised or committed any such thing by the Company, its management, staff, any existing distributors, etc. nor have they been induced so on behalf of them for making such purchases which would yield them any regular income.

3. That the Independent Distributor of the Company fully understands the Company's Buy-back policy and undertakes to abide by the same. Any product returns would be accepted strictly within one month of purchase, provided they are in perfect saleable condition (unused, undamaged, sealed in their original packing) with all tags and labels. Further, he/she acknowledges and agrees that in the event of return of purchased products, the company shall deposit back the said amount in the bank account of that Independent Distributor within one month of approval of such request, and this agreement shall be deemed to be terminated as per the terms and conditions contained herein, ceasing the distributorship. Any such distributor will not be entitled to do any further business with the company in future in any direct or indirect ways personally or through his/her friends, relatives, representatives, etc.

SECTION 4

1. That the Independent Distributor of the Company shall be liable for the payment of all taxes/ fees, etc. to appropriate Government authorities, payable in connection with or incidental to upon becoming an Independent Distributor of the Company.

2. That the Independent Distributors shall not be entitled for any costs incurred on new prospects for training, advertising, social engagements or other such programs. The Independent Distributor of the

company shall not pay to or charge from anyone unofficially in the name of training, promotion in network or for any favour or purpose whatsoever. Distributorship shall be terminated immediately in case of breach of these terms.

3. That these terms and conditions shall be applicable to all the Independent Distributors of the Company and the Company shall be entitled to amend the same without any direct personal notice other than an official notification regarding the said amendments.

4. That all the Independent Distributors shall read these terms and conditions and ensure that the same have been understood by new prospects very clearly in their mother tongue as well.