

IBD Agreement

The applicant shall act as an Independent Business Distributor, herein after referred to as "IBD" for DSR Electronics & Financial Services Pvt. Ltd., herein after referred to as the said "Company". The applicant must be a major (18 years) as at the date of application in order to be eligible to become an IBD of the said Company.

This document will be referred as IBD Application The said Company has the option to reject any Application without assigning any reasons for the same and the decision of the said Company will be final and binding.

- 1** The Business Opportunity is purely optional and IBD is not compelled to bring or sponsor any other IBD. She/he can do so if they wish for their own gain.
- 2** The company's Sales Promotion Product Kit, will be delivered only after accepting " Terms & conditions" by the new applicant and is for his/her personal use.
- 3** IBD hereby confirms that he/she has entered into this Agreement as an Independent Business Distributor. Nothing in this Agreement shall establish as employment, or any other labor relationship between the IBD and the Company, and nothing shall establish the IBD's position as a partner, procurer, broker, and / or representative of the Company.
- 4** When purchasing and selling the company's products, the IBD shall act as an independent business distributor, acting in his/her own name, at his/her own responsibility and for his/her account and the Company shall not liable for the same.
- 5** IBD hereby agrees to become the Company's IBD and to participate in its Compensation/commission Plan as chosen by him/her which is understood by him / her in their vernacular language & agree to abide with the same.
- 6** IBD will not use the Company Trade-name or trademark without written consent be the company. IBD is however permitted to promote the same through his/her personal contacts & word of mouth.
- 7** The Company will make all payment of commission and/or incentives through account payee cheques drawn in favor to The Applicant only or deposit the said amount into the Applicant's Account only after deduction of all applicable taxes and statutory

requirements as governed by law of the land.

- 8** The Company shall as and when required at its option and sole discretion amend the Rules, Regulation, Policies & Procedures and Terms & Conditions of this Business Relationship and shall notify any amendments, alterations, deletions or additions by updating in the Rule Book and/or its website. It is the IBD's responsibility to keep track of the same.
- 9** All disputes are subject to Mumbai Jurisdiction. The Company shall have liberty to terminate this contract with IBD, in pursuance of the reasons mentioned above. So also any other reasons, the company may deem fit. The company shall not be in any way liable to disclose any reason/ cause to IBD for termination of this contract, if the Company is of the opinion that the provisions of the Rules of conduct are not being followed and/or any anti-Company activities are being carried out by IBD.
- 10** All compensation/commissions are based on the product sales. There is no joining fee.

The applicant/applicants do hereby declare that he has understood the entire content of this Agreement himself/ herself or through his/her lawyer.

This application/agreement form is considered as an authentic and legal binding document. This contract is between the applicant (herein after referred to as "**Distributor**") and "**DSR Electronics & Financial Services Pvt. Ltd.**" (herein after referred to as "**Company**"). If the applicant agrees to adhere to and abide by the conditions mentioned hereunder, he/she shall become a distributor on Purchase of starter Product Kit according to MRP on product label. No joining fees. The company reserves the right to modify and amend these rules & regulations and code of ethics from time to time. Thus modification/change in rules & regulations and code of ethics will be informed to all the distributors through company website— "www.DSRIndia.co.in" and it will be binding on all the distributors of the company.

Rules & Regulations:

I Application of distributorship.

- 1** The applicant should have completed minimum 18 years of age and shall be competent to enter into contract as provided in the 'Indian Contract Act'.
- 2** Any partnership, proprietorship or limited company when apply for distributorship shall be registered under a duly appointed representative.
- 3** The applicant must personally and completely read the Terms & Conditions to signify his/her acceptance of all the terms of the rules and regulations of the company.
- 4** Every application for distributorship shall be accompanied by the applicable payment from time to time for the starter product kit purchase through stockiest/state stockiest authorized by the Company.
- 5** Multiple distributorship in the same name or within his/her family members are permitted maximum up to twenty one (21) distributorship.
- 6** In case of more than twenty one (21) distributorship found in the same name or his/her family members, such excess number of distributorship will be terminated immediately without any notice and compensation.
- 7** No existing distributor shall be allowed to re-enter into a distributorship at any circumstances by any distributor at any hierarchy. If so found , such distributor as well as his/her sponsor /up line also will be terminated with immediate effect without any compensation and notice.
- 8** The Company has not authorized any distributor of the company to receive any amount either in cash or by cheque/demand draft on behalf of the company towards distributorship fee or purchase of products. All such purchases should take place only in the company approved stockiest, State stockiest or in the company branches.
- 9** The amount paid towards purchase of starter product kit is not refundable under any circumstances.
- 10** The distributor will be eligible for incentives or commission only as per the volume of business done by him/her as stipulated in the business plan. The company does not assure any incentive or income to the distributor on merely account of his/her joining in the

company.

- 11** The company always reserves the right to reject any distributorship/application at its own discretion.
- 12** The applicant/distributor shall ensure that all the information furnished in the distributor application form is correct and properly entered. If at all the information furnished by the distributor is found to be false/ incorrect, the company shall have right to initiate appropriate legal proceedings against such distributor.
- 13** Any request for correction of information after distributorship registration with the company will not be entertained strictly.
- 14** The company will not be answerable for any promise, assurance given with by any distributor to any person. Hence, the applicant should go through the company website- -“www.DSRIndia.co.in”, business brochures and notice issued by the company before entering into distributorship.
- 15** The company will approve the membership by issuing an official receipt and an online registration, which will carry the password and an identification number known as **“Distributor ID”**. This Distributor ID will be referred in all his/her transactions and correspondence with the company. The Distributor ID cannot be altered at any later point of time. It shall be sole responsibility of the Distributor to keep secrecy of the Distributor ID. The Company shall not be responsible for any misuse or unauthorized use of Distributor ID.
- 16** The company will, in no case, entertain any communication without DistributorID.
- 17** Company reserves the right to track Member’s activity by both IP Address as well as individual browser activity.

II Distributor Duties & Responsibilities:

- 1** A distributor is an independent business entity. Hence, he/she is not an employee, agent or representative of the company.
- 2** A distributor shall not use Company name, Logo, Slogan, Trademarks, and Trade names without the company’s consent.
- 3** Distributor who are “PEARL” and above, shall not engage or

participate in any other networking or direct-selling companies. If found, such distributor will be terminated with immediate effect without notice.

- 4** No distributor or leader shall conduct unauthorized seminars, meetings or assembly that is not in line with the business ethics of the company. Any leader or distributor found to have been engaged in discriminating or including others to complain against the company's procedures, rules and regulations, he/she will be terminated with immediate effect without notice.
- 5** The company products are AYURVEDIC MEDICINE and have no therapeutic claims. All distributors, stockiest and state stockiest herein undertake to shoulder all responsibilities, liabilities and damages that may arise of any misrepresentation, over-claim or concealment regarding the true nature of company products.
- 6** The distributor do hereby agree that he shall not disclose any confidential information received during course of business. So also the distributor shall not solicit any members of the company.
- 7** The distributor shall not make any adverse remarks, statements against the company. If at all it is found by the company that the distributor has made any adverse remarks against the company, the company shall have right to initiate legal proceedings, so also shall have right to demand compensation for the same.

III Transfer of distributorship:

- 1** Application for change of sponsor or for the transfer of personal/group sales is prohibited.
- 2** Application for change of Name can be entertained provided the applicant shall abide the following Name Transfer Clause.
- 3** The Name Transfer Application (NTA) should be dully filled along with "No Objection Certificate" (NOC) typed on Non Judicial stamp Paper (Rs. 100) from the existing distributor & attested by the sponsor as well as by up-line/super up line and the original should be sent to the company.
- 4** The company reserves the right to accept or reject the NTA upon proper evaluation.

IV Termination of Distributorship:

- 1** All distributors, stockiest and state-stockiest should be bounded to Rules & Regulations and Code of Ethics of the Company & if anyone is found guilty of not following the same, then he/she will be terminated from the company with immediate effect.
- 2** The Company reserves all rights to terminate a distributor. Once a distributor is terminated, he/she shall not enter any of the company premises/meeting locations and his/her incentives/commission will be stopped immediately.

V Death & Inheritance:

- 1** The legal heir/s shall submit a certified copy of legal heir certificate to the company stating their request to replace the deceased distributor. The Company has the right to approve/disapprove the request upon proper evaluation.

VI Prohibited business practices:

- 1** Under-cutting: Selling the company products in the market at a discounted price below the prescribed price rate is strictly prohibited.
- 2** Cross Sponsoring: Re-registration under other sponsor/up line in the same name or in name of blood relation (Wife, Children, Father, Mother, Brother) is strictly prohibited.
- 3** Pirating: Convincing, enticing or inviting co-distributor to join other MLM/direct selling company is strictly prohibited.
- 4** Dummies/False Representative(s): Registration of dummies or false representative(s) is strictly prohibited. The Company reserves the right to terminate such distributor found guilty for committing above such prohibited business practices with immediate effect without any notice. The company reserves the right to suspend/cancel any commission or incentive(s) generated through the use of dummies/false representative(s).

VII Commission (Incentives) & Payout:

- 1** Commissions (Incentives) are based on the performance of the distributor as per the compensation plan.
- 2** Commissions (Incentives) will be paid through bank account transfer or by A/C payee cheque as per the information provided by the distributor. The company will not be responsible for any delay or loss due to the wrong or incorrect bank details provided by the distributor.
- 3** If the distributor could not provide complete and correct bank details, the accrued commissions (incentive) will not transfer and it will be on hold with the company. Any such commissions hold by the company for more than three months will be forfeited automatically. No distributor can claim after such forfeiture.
- 4** Commission statements are system generated & it can be downloaded or printed from the distributor login at the company website.
- 5** The company always reserves the right to hold and cancel the distributor/stockiest/state stockiest commission(incentives) against any receivable from such distributor/stockiest/state stockiest to the company.

VIII Legal & Taxations:

- 1** The rules & regulations mentioned above shall be governed in accordance with the Law in force in the territories of India. Disputes, if any arise, shall be subject to the exclusive jurisdiction of the Court of Satara.
- 2** If any dispute or difference arises between the parties here to affect the business or interpretation of any terms and conditions or as to incentives, income etc. relating to the business of the company, the same shall be referred to arbitration and the arbitration shall be governed by the 'Arbitration and Conciliation Act,1996'.
- 3** The company reserves the right to modify/change the business plan without prior notice. Its effect will reflect on website---
www.DSRIndia.co.in and it will be binding on the distributors of the

company.

- 4 All taxes and fees that may be required by the government are to be shouldered by the Distributors only.
- 5 TDS will be deducted as per the Income Tax Act.

CODE OF EHTICS:

As a Distributor of **DSR Electronics & Financial Services Pvt. Ltd.** he/she shall agree to conduct company business according to the following ethical guidelines:

- 1 He/she shall endeavor to be professional in dealing with co-distributors.
- 2 He/she shall respect and follow the Code of Ethics and Rules & Regulations, observing it as a guide to the business.
- 3 He/she shall present the company product and business to all the clients, contacts and prospective distributor with honesty and integrity by using only approved company publications and presentations.
- 4 He/she shall conduct business activities in a manner that will reflect the highest standard of integrity, frankness and responsibility.
- 5 He/she shall accept and carry out the responsibility as a company distributor & maintain ethical business practice.
- 6 He/she shall take responsibility to teach and to help their down lines by teaching the principles and guidelines of the company code of ethics, rules & regulations, product presentation, and compensation plan as a tool to start their way to success.
- 7 He/she shall take initiative to motivate their down lines to take necessary trainings and seminars to help them realize their potential business as their own.

DECLARATION

I confirm that I have completed 18 yrs of my age. I understand

purchase of Promotional Product, as listed on the website, according on the product label will make me eligible for a relationship as an Independent Business Distributor with the Company. My IBD relationship cannot be transferred ,sold, assigned to any person without the prior written consent of the company. I am responsible to pay all my applicable taxes from time to time and the Company will not be held liable for the same. I have no objection and I agree to the Company deducting tax at source from my weekly/monthly actual cheque as per rates prescribed under the Income Tax Act, 1961 or pay the same as prescribed under any other law for the time being in force or any modification thereof.

I confirm that the information set forth is accurate to the best of my knowledge and belief and have read, understood and hereby agree to the terms and conditions mentioned in this document and those prevalent/updated on the company's website, a copy of which has been made available to me by my sponsor. I also confirm and agree to abide by such terms and conditions modified or amended by the said company from time to time.