

INDEPENDENT DISTRIBUTOR CONTRACT

Terms & Conditions

1. PHYTOCELL LIFE MARKETING PRIVATE LIMITED company incorporated and registered under the Companies Act, 2013, having its registered office at C-33/2, Third Floor, Prem Complex, Chandua, Chhittupura, Varanasi, Uttar Pradesh, India-221001 is conducting a website which is hereinafter referred as "Website" and the user of the Website whose name and address is reflected in the Registration Form is hereinafter referred as Independent Distributor.
2. Registration in is 100% free. Applicant must be an Indian Citizen, must have completed the age of 18 years, must be of sound mind, not be declared insolvent by any court and also not be convicted by any court of law .
3. The applicant must abide by the policies of the company mentioned on the website .
4. After acceptance of the application of the applicant for Independent Distributor by the company, the applicant shall have the opportunity to refer people interested to purchase product mentioned on the company website.
5. The applicant, after obtaining the Independent Distributorship, shall develop / promote the business / product of the company in the most efficient manner and shall also assist his / her team in building business after taking written approval from company.
6. **Buy Back Policy** : PHYTOCELL LIFE MARKETING PRIVATE LIMITED provides 14 days period to their Independent Distributors to return the product where goods need to be returned in marketable position. If the product returned is sealed pack than only the 100% amount will be refunded.
7. **Cooling Off Policy:** The Company's Compensation Plan allows the Independent Distributor to cancel their participation within a period of 14 days from the date of Contract signing and return the goods in head office and receive the full refund of goods purchased .
8. Independent Distributor at any point of time shall neither repack the product nor temper the label of the product of the company .
9. PHYTOCELL LIFE MARKETING PRIVATE LIMITED prohibits any Independent Distributor to make bulk purchases.

- 10.**Independent Distributor shall bear all the expenses and operational costs including expenses incurred in the process of purchasing, retail selling and promotion of the products, taxes with respect to running of the business and shall not have any right, what so ever any kind, to claim the same from the company.
- 11.**Independent Distributor shall only be permitted to promote the product of the company only through personal contact and words of mouth and not by any other media, advertisement except the promotional material provided by the company.
- 12.**Independent Distributor shall not indulge in any activity which would affect the promotion of the company's product and also shall not indulge in any activity or business of other company which is similar in working like this company / website.
- 13.**Usage of trademark or brands of the company without written permission is strictly prohibited .
- 14.**Independent Distributor shall not make any false income claim, or other representations or statements about Compensation Plan of the company or its product to general public or prospective Independent Distributor or any other person and shall not indulge in any activity which is / would be detrimental to the interest and reputation of the company, such Independent Distributor shall be liable for such act(s) / wrong(s) done by him / her and the company shall not be liable for any such act / wrong done by Independent Distributor. In case, the Independent Distributor is found violating any terms and condition of this agreement or any rules, regulations or policies of the company then the company shall have every right to terminate the agreement without any prior notice to such Independent Distributor .
- 15.**Independent Distributor shall not misappropriate any financial transactions, property (moveable or immoveable) as the same belongs to the company .
- 16.**Any dispute(s) between Independent Distributor or its nominee(s) and company, arising from this agreement, shall be referred to the sole arbitrator (appointed by the company) and same shall be adjudicated by such Arbitrator as per provisions of Arbitration Conciliation Act, 1996. However, all proceedings shall come within the jurisdiction of Courts (India) only and such arbitration proceedings shall be held in only. The final decision of the Arbitrator would be binding upon both the parties. Any breach of this covenant by the Independent Distributor will make him liable for damages and legal costs to the Company

DECLARATION

1. That I have completed the age of 18 years and am of sound mind and competent and not debarred to enter into an agreement for obtaining the Independent Distributorship of the company .

2. That I have neither been declared insolvent nor convicted in any criminal case by any court of law.

3. That I have applied for obtaining the Independent Distributorship of the company voluntarily, free consent / will and willing to obtain the Independent Distributorship of the company without being under any pressure or coercion.

4. That in case, any loss is caused to the company due to any act(s) done by me in contravention of any provisions of law of land or terms and condition mentioned herein above, then I shall indemnify the company for the damage caused to the company .

5. That I hereby accept the terms and conditions mentioned herein above and request the company to issue/provide the Independent Distributorship to me.

6. That I acknowledge that no false representation or concealments of facts has been made by me.

7. That my aforesaid statements are true and correct and nothing has been concealed therefore.

8. That I have gone through the Rules & Regulations, Operations Manual, Compensation Plan, Contract / E-contract & Application Form of the company very carefully and undertake to abide by the same and all the same has been explained to me in my vernacular language .

In view of the acceptance of the term and condition of the agreement by the applicant, the application form of the applicant is hereby only accepted on behalf of the PHYTOCELL LIFE MARKETING PRIVATE LIMITED . The final acceptance would be at the management Discretion after evaluating KYC & other norms.

Date :

Place :

Name & Signature