



## INDEPENDENT DISTRIBUTOR TERMS & CONDITIONS

### 1. Eligibility for Independent Distributor

- a. A person who is an Indian citizen of majority age (18 years) and capable of contracting as per law; and
- b. A person holding not more than one Independent Distributorship in Dhara World health & Personal Care Pvt. Ltd. (hereinafter the "**Company**") or having any interest in the Independent Distributorship of another, only when the same is granted by the Company in writing or acquired as a beneficiary.

### 2. Commencement of Relationship

- a. The Terms and Conditions shall become effective when: i) The Independent Distributor's application is accepted by the Company; and ii) His/her name is added to its database of the Company. b. For appointment as Independent Distributor, the following have to be submitted within 5 days from online submission of application: Duly signed printout of the submitted application, self attested copy of address proof, and other requisite documents. Notwithstanding anything contained herein, the Company reserves the right to reject the application for any reason.

### 3. Relationship between the Company and the Independent Distributor

- a. Company may sell/ provide/ supply its products on a non-exclusive basis to the Independent Distributor for resale and marketing in an authorized territory in India. His/ her relationship with the Company, however, is of an exclusive nature.
- b. The Independent Distributor is an independent marketing representative. The Company is not liable for his/her actions. He purchases the Company's products independently from the Company and then deals them as an independent contractor. No fee whatsoever is taken by the Company for authorizing him/her to resell and market products. There is no employment or labour relationship between the Independent Distributor and the Company; nothing in the Terms & Conditions herein or in "**Dhara World Independent Distributor Terms and Conditions**" or any other related document or agreement shall be construed to establish the same. The Independent Distributor is also not a procurer, broker, partner, commercial agent, contracting representative or any other representative of the Company.

### 4. 'Dhara World Independent Distributor Terms and Conditions' and Official Documents

- a.) Relation between the Company and the Independent Distributor shall be governed by Terms and Conditions and the Official Documents. Independent Distributor is bound by the contents of the same.
- b.) It is the Independent Distributor's responsibility to obtain a copy of the Official Documents or to regularly check them at the Company's Website, if posted therein, and keep himself updated.
- c.) The Company may amend the terms and conditions of the Official Documents from time to time. If the Independent Distributor does not agree to such amendment, he/she may terminate his/her relationship with the Company within 45 days of such publication by giving a written notice to the Company; failing which, it shall be presumed that the Distributor agrees with the amendments.

**5. Company Products:** Purchasing of products in bulk merely to be eligible for bonuses or advancements is strictly prohibited. The Independent Distributor must not unnecessarily load inventory nor encourage others to do so. Purchasing of Company Products in reasonable quantities for personal use by Distributors is permitted. For Company purposes, such purchase shall be deemed to be a retail sale, provided it is qualified for bonuses or other advancements. Independent Distributor is prohibited from altering/ repacking Company's products before selling it to the customers.

**6. Advertising:** Independent Distributor must only use materials provided to him/her by the Company for promotion or he/ she shall get the material that he intends to use approved by the Company before using the same, whether the material is in whatever form such as digital, audio, video, written, oral etc whether intended to be used on internet or otherwise

### 7. Compensation

- a.) The Independent Distributor must fulfill all the requirements of Compensation Plan to qualify for commissions, bonuses, rebates and/or advancements. b.) The total sales commission earned by all Independent Distributors in respect of legitimate sales of Company Products shall not exceed 50% of the Company Business Volume in a week period. If the compensation plan is paying out more than 50%. The top 60% of earning distributors commissions will be capped on a pro-rated basis to bring the compensation plan to a maximum 50% payout. c.) Independent Distributor is entitled to earn bonuses and other rewards as per the Compensation Plan only in respect of legitimate sales volume and not for merely introducing new Independent Distributors to Company.

**8. Taxes:** Commission earned by Independent Distributor is inclusive of all taxes. TDS on commission is applicable as per Income Tax Act.

### 9. Termination

- a.) The Independent Distributor may terminate their relations by giving a notice in writing at any point of time.
- b.) Special circumstances when Company can terminate relations with Independent Distributors: If he/ she is engaged in similar services or relationship with other companies/ business entities; if he is engaging in unethical practices; if he solicits Co-Distributors to join other similar companies or business entities; if he/she remains inactive for 6 consecutive months. Once the Agreement is terminated, the Independent Distributor's right with respect to earning bonuses, rewards, right to resell & market Company Products will cease.

**10. Prohibition and Liability:** An Independent Distributor is prohibited from making false claims or representations regarding the Company and its products. Independent Distributor is bound to release the Company, its parent/ affiliated companies and officials from all claims or cause of action relating to his/her relationship with the Company. He/she is also bound to release them from all liability arising from, or relating to, the promotion or operation of his/her business/ activities relating to his/her relationship with the Company and indemnify the Company against any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that he/she undertakes in operating his/her business.

**11. Arbitration:** Any dispute between the Independent Distributor and the Company shall be referred to an Arbitrator appointed by the Company as per the Arbitration and Conciliation Act, 1996 and his decision shall be final and binding. The place of arbitration shall be Lucknow.

I acknowledge that I have read 'Dhara World Independent Distributor Terms and Conditions' posted on Dhara World Health & Personal Care Private Limited's website ([www.dharaworld.com](http://www.dharaworld.com)) and voluntarily agree to be bound by it and the extracts of the same provided herein as 'Terms & Conditions'.

(Signature).....

Applicant

(Name of the Applicant).....

ID #.....