





## TERMS AND CONDITIONS: -

I hereby submitted my application to become an Independent Direct seller/ Associate/ Distributor of Redpool India private limited (REDPOOL brand) and also its affiliated companies, legal heirs, successors, agents, representatives and permitted assigns. . My application and this agreement will be effective after application accepted by Redpool India Pvt Ltd. The term Agreement shall mean this application and all other policies and procedures of REDPOOL which may be in force time to time. Redpool India Pvt Ltd may accept or refuse my application at its own discretion. I certify that I am a lawful citizen of India and that I'm of legal age to enter into this agreement.

**Compliance:** I agree to comply with all applicable laws relevant to of conduct of my activities as an independent distributor under this agreement. In particular, and without imitation I must not make any actual or potentially misleading or deceptive claims and or misleading/Induce/ Compel any person with false statements / Promise to become an independent distributor or to purchase REDPOOL products and generally in relation to doing business with Redpool India Pvt Ltd. I shall not sell any Redpool products for a price exceeding the Maximum retail price (MRP) mentioned on such products.

### **Parties:**

1. I understand that I am contracting with the Redpool India Private limited (REDPOOL Brand) for the right to purchase, to resell, to distribute and to market only the REDPOOL products in the all over India.
2. I hereby confirm that I have entered into this agree as an independent contractor. Nothing in this agreement shall establish an employment relationship or any other labour relationship between me and Redpool India Private Limited and nothing shall establish my Independent distributor's position as procurer, broker, commercial agent, contracting representative or other representative of REDPOOL India Pvt Ltd. When purchasing and selling the REDPOOL products, the independent distributor shall act as an independent vendor , acting In his/her own name, at his/her own responsibility and for his/her own account.
3. Relation between Redpool India Pvt Ltd and the distributor and all his/ her activities hereunder shall be governed, in addition to this agreement by the Redpool sales and marketing Plan and the distributor's policies and procedures which may be in force from time to time. The distributor confirms that he/she has read and understand these documents and its terms and conditions here of and agrees to be borne by them in addition to this agreement.
4. **Payments.** I understand that I must not be in breach of the agreement to be eligible to receive any bonus/ Commission or incentive pursuant to the REDPOOL exist compensation plan.
5. **Agreement:** The agreement in its current forms and as amended by the company, from time to time constitutes the entire agreement the company and myself. Any promises representations, offers, others communications not expressly sol forth in this agreement are not in force or effect.
6. **Rights of Amendments.** REDPOOL may be required to amend this agreement from time to time. REDPOOL agrees to notify the amendments which I may accept or reject. If any independent distributor does not agree to be bound by such amendments, he/she may terminate the agreement within 30 days of such amendment information by giving a written notice to REDPOOL. The independent distributor's continued relationship with REDPOOL would constitute an affirmative. (A). Acknowledgment by the independent distributor of the amendments; (B). Agreement by Independent distributor to abide and be bound by this agreement and its amendment(s), from time to time.
7. **Rights.** I understand that as an independent distributor of Redpool India Pvt Ltd, I have the right (but not the obligation) to: Buy from Redpool and offer for resale REDPOOL products in accordance with the agreement in such manner as REDPOOL may from time to time allow in relation to its Independent distributors generally and only on a direct selling basis and not through retail outlets except to the extend from time to time permitted by REDPOOL. Recommended any person as Independent distributor, subject to acceptance by REDPOOL. If qualified, earn commission bonus and other rewards, pursuant to the REDPOOL marketing Plan that will be awarded on the same basis as it allows to its independent distributors generally in respect of legitimate sales of REDPOOL products, and not in respect of the mere introduction of new distributors to REDPOOL.
8. The co applicant /second authorized representative acknowledges that REDPOOL deal exclusively with the primary applicant/ first authorized representative in respect of all business matters, and pay commission and/or any other incentives only to and in the name of the primary applicant/ entity.
9. **No Assignment:** I shall not assign any rights or delegate my duties under this agreement without the prior written consent of REDPOOL. Any attempt to transfer or assign this Agreement without the express written consent of REDPOOL renders the agreement voidable at the option of REDPOOL and my result in termination of this agreement.
10. **Release and Indemnification.:** To the maximum extent permitted by law, REDPOOL, its parent or affiliates companies, directors, officers, shareholders, employees assigns and agents(collectively referred to as 'affiliates'), shall not be liable for, and I release REDPOOL from, all claims for consequential and exemplary damages for any claim or cause of action relating to this agreement. I further agree to release REDPOOL from all liability arising from or relating to (a) (a) my, or any other independent. Distributor's breach of the agreement; (B) the promotion or operation of REDPOOL business by me or any other independent distributor and any activities related to it, including, but not limited to the presentation of REDPOOL products or the REDPOOL Direct seller's compensation plan, the lease of meeting or training facilities, etc. and agree to Indemnify REDPOOL for any liability, damages, fines, penalties or other; (c) Any incorrect data or information provided by me or any other independent distributor to REDPOOL; (d) My, or any other independent distributor's failure to provide any Information or data necessary for REDPOOL to operate its business; or (e) awards arising from any unauthorized conduct that I undertake in operating my business I further agree to indemnify REDPOOL for any other damages, fines, penalties or other awards arising from any unauthorized conduct that I undertake In being an independent distributor.
11. **Governing law:** All disputes and claims under this agreement will be settled by arbitration to be held in accordance with the arbitration and conciliation act. 1966. This agreement to arbitrate shall survive any termination or expiration of this agreement. The venue of the arbitration shall be Hon'ble High court UP and the proceedings shall be conducted in English.
12. **Jurisdiction and Venue:** The parties concerned to jurisdiction and venue before the courts of UP only, for purposes of enforcing an award by an arbitrator or any other' matter not subject to arbitration.
13. **Delays.** REDPOOL is not responsible for delays in the performance of its obligations under this agreement when performance is made commercially impracticable due to circumstances beyond its reasonable control.
14. **Waiver:** Any variation or waiver by REDPOOL of any breach of the agreement must be in writing and signed only by an authorized officer of REDPOOL. Waiver by REDPOOL of any breach of this agreement by me shall not operate or be construed as a waiver of any subsequent breach.
15. **Limitation of action:** If any independent distributor wishes to bring an action against REDPOOL for any act or omission relating to or arising from the agreement, such action must be brought within 90 (Ninety days) from the date of the alleged conduct giving rise to the course of action. Failure to bring such action within such time shall bar all claims against REDPOOL for such act or omission. The independent distributor waives all claims that any other statutes of limitation apply.
16. All monies paid under the REDPOOL direct seller's compensation plan, also shall be paid in Indian rupees and shall be paid to duly registered REDPOOL Independent distributor's bank account. No payments shall be made to any independent distributor outside of India.
18. **Proof of address:** In order to be eligible for the payment of bonus or Incentives as describe in the REDPOOL sales and marketing plan, the proof of address is required for Indian citizens (Non-citizens are prohibited from law from being involved In the REDPOOL sales and marketing plan). Failure to provide satisfactory proof of address within 15 days with result in temporary suspension of account untill the satisfactory proof of address is submitted.