

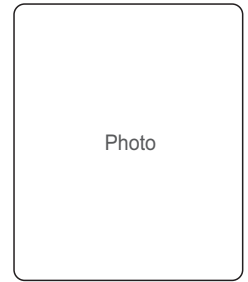


Independent Distributor Application Form

Procreative Marketing Private Limited

5-A4, 5th Floor, east India House 20B British India Street Kolkata West Bengal - 700069

+913340605619 procreative05@gmail.com www.procares.in



STEP 1 - FILL IN YOUR PERSONAL INFORMATION (MANDATORY FIELD)

PERSONAL INFORMATION (Mandatory Field)

Name of the Applicant:

Father's Name:

Spouse's Name:

Nationality:

PAN CARD:

Date of Birth:

Gender :

Male: Female: Transgender:

Who introduced you to Procreative Marketing Private Limited

Details of identification (Aadhar card number/Passport Number/ Driving License Number) (attach ID proof):

STEP 2 - FILL IN YOUR BANK ACCOUNT DETAILS (MANDATORY FIELD)

Name of the Bank:

IFSC Code:

Bank Account Number:

Branch Name with Code:

STEP 3 - FILL IN YOUR CONTACT INFORMATION (MANDATORY FIELD)

Primary Shipping Address (with PIN code):

Billing Address (with PIN code):

Mobile Number (with Country Code):

eMail ID:

STEP 4 - DECLARATION & ACKNOWLEDGE TERMS BY SIGNING (REQUIRED FIELD)

I want to become an Independent Distributor of Procreative Marketing Private Limited and I hereby certify that the information provided above by me is true and correct and that I am legally competent to enter into this contract. I have read the terms and conditions which form a part of this contract and my application for this account does not violate Procreative Marketing Private Limited policies in any manner whatsoever.

I have been provided with detailed orientation about direct selling business, free joining, compensation plan, return and refund policy, my rights and obligations as specified in Procreative Marketing Private Limited . I have joined free of cost or without having any obligation to buy any product or services as a condition to become an Independent Distributor and am signing this application under my own free will.

Please tick and ensure you submit these documents with your application:

Application form: Bank information: ID Copy: PAN Card:

Applicant's Signature

I've read and agree with the contract mentioned overleaf

Date of Signing



Independent Distributor E-Contract Agreement

These terms and conditions are construed in accordance with the model Direct Selling Guidelines issued by the Govt. of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs vide F.No. 21/18/2014-IT (Vol-II) dated 9th Sept., 2016 read with Indian Contract Act 1872 and supersedes any prior terms and conditions, discussions or agreements between Company and direct seller.

Between **M/s Procreative Marketing Private Limited**, which is a company incorporated under Companies Act 2013 having its Registered Office at 5-A4, 5th Floor, east India House 20B British India Street Kolkata West Bengal - 700069, India here in after referred as "**Procreative**" which expression shall, unless the context otherwise permits, include its successors and permitted assigns of the one part herein after called as **First Party**. And

The person / entity who has filed the online/offline application form available on Company's Website here in after referred to as '**Independent Distributor**' which expression shall unless repugnant to the context or meaning there of be deemed to mean and include his / her/ their legal heirs, executors, administrators and assignees of both the parties, hereby called as the **Second party**.

Whereas the first party is a registered company under Companies Act 2013 and the second party is willing to work with the first party after fully compliance of the Indian Contract Act 1872 read with the guidelines as provided by Govt. of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs vide F.No. 21/18/2014-IT (Vol-II) dated 9th Sept., 2016 on the following **terms and conditions**.

DEFINITIONS:

- "**Independent Distributor**" means a person appointed by Procreative on a principal-to-principal basis through this Contract to undertake sale, distribution and marketing of Procreative products and services. An Independent Distributor may introduce or sponsor another Independent Distributors and support them to build their direct selling business of Procreative products and services.
- "**Independent Distributor Contract**" shall mean and include the following and all of which are collectively referred to as the "Contract":
 - a. The Independent Distributor Application Form.
 - b. These Terms and Conditions forming part of the Independent Distributor Application Form.
 - c. The Procreative Business Plan, as amended from time to time which shall be noticed on the website (www.procreaive.in).
 - d. "**Effective Date**" shall mean the date of submission of the Application form, subject to Approval by the Company.
 - e. "**Territory**" shall mean the Republic of India.

1. Eligibility Criteria & Legal Requirement: Applicant confirms that:

- 1.1. He / she is above the age of 18 years and is not disqualified from contracting by any law for the time being in force.
- 1.2. He / she has filled up the Application form by submitting true and correct information and by submitting a copy of KYC documents such as a) PAN Card, b) Proof of address, c) Proof of identification, d) Canceled cheque, e) Passport size photograph or any other documents as required by the Company.
- 1.3. He / she had undergone mandatory orientation session about direct selling operations of the company.

2. Rejection of application: Procreative may reject any application for any reason, at its discretion, if the application contains incomplete, inaccurate, false or misleading information. Any alteration or modification will be subject to verification.

3. Term: The Term and validity of this Contract shall be for a period of 2 (two) years from the date of execution / acceptance of this Contract ("Term"). Upon expiry of the Term of two years, the Independent Distributor shall be entitled to renew the same for a further period of two years upon renewal of the same without payment of any additional fee.

4. Joining & Cooling Off Period: Joining as an Independent Distributor is Free of Cost and no person is required to purchase any minimum product or sale promotion material as a condition to join.

Commission or incentives to the Independent Distributors are based on sales of products and no payment will be made for their recruitment. Independent Distributor understands that they have a cooling off period of 30 days to cancel the contract and receive full refund against the product purchased during this period.

5. Buy-back and return policy includes buy-back of goods once supplied, within 30 days of the dispatch of goods subject to the condition:

- 5.1. Replacement, in case the goods are damaged in transit.
- 5.2. Full refund, in case the Independent Distributor cancels contract during cooling off period.
- 5.3. Full refund if the goods are found to be of inferior quality.
- 5.4. Refund of amount minus packing and forwarding charges if the goods are not required by the Independent Distributor.

6. Promotion of Business: Independent Distributor agrees:

- 6.1. To always carry their identification card issued by the Company and government ID card at all time they visit a prospective customer premises and shall identify themselves as Independent Distributors of Procreative.
- 6.2. That at the time of representing the company to the prospective clients/buyers/consumers they shall provide all the correct details regarding the prices, credit/payments, terms of guarantee, after sale service, product return policy, right to cancel the orders, refund policy and details regarding the complaint redressal mechanism of the company.
- 6.3. That they shall only make use of only Company provided or approved forms and literature to solicit sale and in promotion of its business and be bound by Policies and Procedures of the company in this respect.
- 6.4. To inform about the rights of consumer, in respect of canceling the order or returning of the product(s), in salable condition and about the return policy of the Company regarding the product(s).
- 6.5. Not to misrepresent the product or services or make any promise which cannot be fulfilled which are against the policies set forth in the Literature of the Company to any prospective Independent Distributor / consumer.
- 6.6. Not to use, produce, create, publish, distribute, or obtain from any source other than the official website / brochures, any literature, recordings (audio, video, or otherwise), sales or enrollment aids relating to the products. Nor can the Independent Distributor use or display any of the company's trademarks, trade names, service marks, logos, designs or symbols to market and advertise the products other than as outlined in the Code of Conduct without first obtaining written authorization from the Company. All the incentives, bonuses and rewards are to be transferred only in the bank account of the Independent Distributor.
- 6.7. To defend, indemnify and hold harmless to the company against any liability, losses, damages or any other costs, incurred or suffered by the company as a result of any breach, negligence act or omission or willful default arising either directly or indirectly for the performance or non-performance by the Independent Distributor.

7. Amendment: Company may from time to time amend any of the above-mentioned terms and conditions or Code of Ethics by notice on its website. If Independent Distributor do not agree to be bound by the said amendment he/she may terminate the contract with immediate effect by giving a written notice to Company, otherwise Independent Distributor's continued relationship with the Company will constitute an affirmative acknowledgment by the Independent Distributor to having agreed to such amendment and be bound by same.

8. No Employee-Employer relationship: Independent Distributor confirms that he/she/they has/have entered into this contract as an independent contractor. Nothing in this contract shall establish either an employment relationship or any other labour relationship between parties or a right for the Independent Distributor to act as a producer, broker, commercial agent, contracting representative or other representative of Independent Distributor or its affiliated / subsidiary company.

9. Assignment of rights & duties: This contract is entered on a personal basis and may not be assigned or transferred by the Independent Distributor to a third party without the written consent of the company.

10. Governing Law: The Independent Distributor Contract and all questions of its interpretation shall be governed by and construed in accordance with the laws of Republic of India, without regards to its principles of conflicts of law. The Contract is civil in nature and hence, it is to be governed and construed in accordance with the Indian Contract Act, 1872, the Code of Civil procedure and other applicable laws of India.

11. Dispute Settlement: Any dispute arising out of this Contract shall endeavour to settle through mutual discussion within 30 days of such dispute or in any manner touching upon it, the same shall be settled through arbitration under Arbitration and Conciliation Act 1996 with all statutory amendments, by a sole arbitrator to be appointed by a Director of the Company, who may be specifically authorized by the Board of Directors of the Company in this regard. The venue of arbitrator shall be Kolkata (West Bengal, India). Subject to above Courts at Kolkata alone shall have jurisdiction in relation to direct selling contract and matter arising therefrom. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees.

12. Waiver: Any waiver by the Company of any breach of this contract must be in writing and signed by an authorized officer of the Company. However, such waiver shall not operate or be construed as a waiver of any subsequent breach thereafter.

13. Limitation of liability: Companies liability whether under contract or otherwise, arising out of or in connection with this contract shall not exceed the lesser of a) actual damages or loss accessed by the arbitrator, b) the total commission earned by the Independent Distributor during the six months period preceding the date of the dispute.

14. Termination: That both parties hereby agree that in case of termination of contract, by giving a 30 days written notice to be given, to/by the either party. Where an Independent Distributor is found to have made no sale of goods or services for a period of up to 2 years since the contract was entered into or since the date of last sale made, the Company shall be entitled to terminate this contract by giving Independent Distributor 30 days' notice for the same. The Company may also terminate this contract within 30 days if the Independent Distributor is found to be violating provisions of the Terms and Conditions mentioned in this contract.

15. Entire Contract: This Contract and the documents incorporated by reference constitute the entire contract between the Parties. Any promises, representations, offers, or other communications not expressly set forth in this Contract are of no force or effect. In case of any conflict or inconsistency between this Contract and any other contract (other than these codes of conduct / Policies and Procedures), the terms mentioned under this contract shall supersede and prevail.

By signing the agreed column, the Independent Distributor undertakes that he / she / they have read & understood all the Terms and Conditions mentioned in the Contract & Procreative Business Plan, Code of Ethics, Policies and Procedure and hereby agree to abide by them.