

## Contract of Distributorship

This document including the Distributor Application overleaf, if fully completed, signed by the applicant(s) when duly accepted by KALPAMRIT MARKETING Pvt. Ltd. ("KALPAMRIT"), constitutes the Distributor Agreement ("Agreement") between KALPAMRIT, and the applicant(s) whose signature and other identification data appear overleaf.

1. KALPAMRIT appoints the overleaf - identified applicant(s) as a distributor of KALPAMRIT products and the applicant(s) (herein after individually and collectively referred to as the "Distributor") accept(s) such appointment. Distributor may, on a non-exclusive basis, purchase KALPAMRIT products from KALPAMRIT, to resell, distribute and market in the territory of India.
2. Distributor hereby conforms that he/she has entered into this Agreement as an independent contractor. Nothing in this Agreement shall establish an employment relationship, or any other labour relationship between the Distributor and KALPAMRIT, and nothing shall establish the Distributor's position as procurer, broker, commercial agent, contracting representative or other representative of KALPAMRIT. When purchasing and selling KALPAMRIT products, the 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. Distributor shall not sell any KALPAMRIT product for a price exceeding the Maximum Retail Price. Distributor may charge, at his discretion, any price that is lower than the Maximum Retail Price indicated on the label of any product or in any, then applicable, price list issued by KALPAMRIT.
4. Relation between KALPAMRIT and the Distributor and all his/her activities hereunder shall be governed, in addition to this Agreement, by the rules contained in the KALPAMRIT Business Starter Guide which includes the a) KALPAMRIT Sales and Marketing Plan and b) Code of Ethics and Rules of Conduct (hereinafter collectively referred to as "Official Documents". The Distributor conforms that he/she has received a copy of Official Documents and has read the terms and conditions thereof and agrees to be bound by them in addition to this Agreement. KALPAMRIT may amend from time to time, any of the terms and conditions of the Official Documents through notice on its website [www.kalpamritindia.com](http://www.kalpamritindia.com). If any Distributor does not agree to be bound by such amendment he/she may terminate this Agreement within 45 days of such publication by giving a written notice to KALPAMRIT. Distributor's continued relationship with KALPAMRIT would constitute an affirmative a) acknowledgment by the Distributor of the amendment and b) Agreement by the Distributor to abide and be bound by this Agreement, Official Documents and its modifications.
5. This Agreement becomes effective from the date of acceptance by KALPAMRIT of the Applicant's contractual offer in the form of this fully completed Distributor Application form. Such acceptance shall be communicated by sending to the Distributor, a Distributor Identification Card or upon entering the particulars of the Distributor in KALPAMRIT's Distributor Database, whichever is earlier. The Distributor Identification Card is and shall remain the property of KALPAMRIT and Distributor shall return it to KALPAMRIT without any delay upon termination or expiration of this Agreement.
6. The Co-Applicant/Second Authorized Representative acknowledges that KALPAMRIT will deal exclusively with the Primary Applicant/First Authorized Representative in respect of all business matters, and also pay commission and / or any other incentives to and in the name of the Primary Applicant/Entity.
7. KALPAMRIT will make all payments on account of returns or refunds through Bank transfers /account payee cheques drawn in favour of Primary Applicant/Entity only
8. The Distributor hereby expressly authorizes KALPAMRIT to make available, release and disseminate all or part of the information set forth herein to other KALPAMRIT Distributors & Customers within or outside of India. The Distributors agrees that he/she has read and understand KALPAMRIT's Privacy Policy as published on [www.kalpamritindia.com](http://www.kalpamritindia.com) in respect of the information set forth herein or any other information provided by the distributor to KALPAMRIT. The Distributor agrees to receive SMS & Email notifications from KALPAMRIT & its affiliates concerning their KALPAMRIT Business.
9. The Distributor needs to activate the distributorship within 60 days of joining by doing 50 PV of personal purchases of KALPAMRIT products for retailing. Failure to activate the distributorship will result in automatic termination of this agreement.
10. The distributor will be allowed to sponsor a prospect into the KALPAMRIT business only after activating his/her distributorship.
11. This Agreement is effective for an initial definitive period of one (1) year, from the date of acceptance hereof by KALPAMRIT. However, incase of acceptance by KALPAMRIT of the Applicant's contractual offer on or after September 1, this Agreement will be effective till December 31 of the following year.
12. All Distributors are required to renew their distributorships for the following year on or before December 31 of each year. KALPAMRIT reserves the right, at its complete discretion, to reject any application for renewal.
13. The Distributor may terminate this Agreement at any time by giving a written notice to KALPAMRIT. KALPAMRIT may terminate this agreement by giving a written notice (a) pursuant to the provisions of the Rules of Conduct; (b) for reasons of non-performance and (c) for the breach of any terms and conditions of this Agreement.
14. KALPAMRIT may reject this application for any reason, at its discretion, including if the application contains incomplete, inaccurate, false or misleading information. Any alteration or modification will be subject to verification.
15. This Agreement is entered into on a personal basis and neither this Agreement nor any of the rights or obligations of Distributor arising under this Agreement may be assigned or transferred without the prior written consent of KALPAMRIT.
16. KALPAMRIT liability, whether in contract, tort or otherwise arising out of or in connection with this agreement and/or relationship arising therefrom shall not exceed the lesser of a) actual damages or loss assessed by the arbitrator or any other dispute resolution mechanism adopted by the parties or; b) the total commission earned by the distributor during the preceding six months of the date of dispute.
17. Any dispute, differences or claim arising out of as in connection with this Agreement shall be submitted to binding arbitration and shall be referred to the sole Arbitrator appointed in accordance with the rules and regulation of International Center for Alternate Dispute Resolution as a fast track arbitration. The venue of such arbitration shall be at Haridwar and the award of the Arbitrator shall be final and binding on all parties. The courts at Haridwar shall alone have jurisdiction in relation to this Arbitration Agreement and any award arising therefrom.

The Distributor agrees to comply with KALPAMRIT's Customer Product Refund Policy as laid down in the Code of Ethics & Rules of Conduct for KALPAMRIT Distributors which are part of the KALPAMRIT Business Starter Guide.

Date: - \_\_\_\_\_

Place: - \_\_\_\_\_

**(Signature of the Applicant)**

