

ANNEXURE H 4

ASSOCIATE AGREEMENT

ENFORCEABILITY

This agreement is automatically enforced, upon intent to use the optional business opportunity by any existing customer, or any Existing or Retired Associate, by clicking “activate optional business opportunity” in the dashboard after logging into the company website, or sending a request to the official email of the company, or by SMS.

- a) The Agreement shall be read in a manner consistent with Section 10 of the Indian Contract Act, 1872;
- b) In addition to the rights and obligations of parties to this agreement or under Model Framework for Guidelines on Direct Selling, or any other law in force, parties shall have rights and obligations that are coextensive with rights and obligations of parties under the Indian Contract Act, 1872;

The process of selling company goods and services through the hands of independent channel partners/Associates is called Direct Selling. The Company and the Associate shall be responsible for compliance of this Agreement by any member of its network of Direct Selling, whether such member is appointed directly or indirectly by the company, or any of its Associates. For clarity, member of Direct Selling only include person who have opted for the optional business opportunity.

Voluntary Participation

1. Participation in the Company’s home based business is totally optional and Voluntary. Upon being convinced of the quality of the packages offered by the company, self belief and ability to promote the packages in their network of friends, family and acquaintances, one may opt for this business and earn incentives and commissions based on achieving predetermined set sales target.
2. Before beginning to work as an Associate, the Associate undertakes to take “Free of Cost” mandatory orientation course on “Direct selling” and optional course of “Setting up your own Business as a Direct Seller”, as available online at the company website www.godewsoft.com, using his registration details, and also available “free of cost” in the DVDs included in some packages, (if one has purchased such a package), to gather and understand fair and accurate information, and prepare oneself before one can approach prospects, customers or other Associates. The content required to be covered are:
 - a) The Direct Selling Industry, and the Environment.
 - b) The company products, Its marketing plan, compensation, reimbursement and incentive plans, promotional offers etc.
 - c) Using the company website, access all sections, file requests, grievance, and communicate with the company.



- d) To prepare oneself to be able to provide complete and accurate information to prospective clients and existing direct sellers as required by the company.
 - e) To understand, his rights and obligations as a Direct seller towards "All parties"
3. An Associate undertakes to update and complete his KYC norms with the company, either by uploading a true copy online, or by sending attested copies to New Delhi office the list of following documents. All existing associates shall update the same by the 31st December 2016.
- a) Complete Registration form signed on applicable places.
 - b) Passport Size Photograph for issuance of ID card.
 - c) Government Issued ID to Aadhaar or Voter Id, to verify Name and address
 - d) Copy of the PAN Card, if available
 - e) Bank Account Number, Bank Name, and IFSC Code
 - f) Others, Bank Passbook, Voter ID, Copy of the Check
- Additionally the associate must update online his own and unique.
- g) Mobile Number
 - h) Email Address



For ease of access, and streamline communication. Till the Know Your Customer documentation (KYC) is complete, the company reserves the right to hold all commission/incentives earned by the Associate, until the beneficiary details are established and verified.

4. The Company and the Associate solemnly undertake NOT TO:

- a) Use misleading, deceptive or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings, in their interaction with prospect, or existing direct sellers;
- b) Make any factual representation to a prospect or direct seller that cannot be verified or make any promise that cannot be fulfilled;
- c) Present any advantages of direct selling to any prospect, direct seller in a false or deceptive manner;
- d) Make or cause, or permit to be made, any representation, conduct, relating to the direct selling business, including remuneration system and all agreements between "All parties" or to the goods or services being sold, which is false or misleading;
- e) Use, or cause or permit to be used, fraud, coercion, harassment, or unconscionable or unlawful means in promoting the direct selling practice, including remuneration system and agreement between "All parties", or for the goods or services being sold through this agreement;

- f) Require its Prospects, Customers and Direct Sellers to provide any benefit, including entry fees and renewal fees or to purchase any sales demonstration equipment or material in order to participate in its direct selling operations;
- g) Provide any benefit to any person for the introduction or recruitment of one or more persons as direct sellers;
- h) Require the Customers and Direct sellers to pay any money by way of minimum Monthly Subscription or Renewal charges;

5. Obligation of the The company :The Company agrees to:

- a) Not compel or induce the direct seller to purchase goods or services in an amount that exceeds an amount that can be expected to be sold to consumers within a reasonable period of time;
- b) Allow or provide the direct seller a 15 day period in which to cancel participation and receive a reasonable refund for inventory of goods or services purchased to be resold further.
- c) Allow for the termination of contract, with reasonable notice, in such instances and on such terms where a direct seller is found to have made no sales of goods or services for a period of up to two years since the contract was entered into, or since the date of the last sale made by the direct seller; All Existing Direct Sellers, who have not made any sale in last 2 years and or 3 years from date of registration are called upon to make a sale by the 31st March 2017, failing which their IDs/business Centres shall be made null and void, and all agreements between the companies and associate shall cease to exist, without any obligation or liability on the company.
- d) Allow or provide for a buy-back or repurchase policy for currently marketable goods or services sold to the direct seller at the said direct seller's request at reasonable terms.

6. Obligations of Direct Sellers

- a) Direct Seller engaged in direct selling should carry their identity card and not visit the prospect customer's premises without prior appointment/approval;
- b) At the initiation of a sales representation, without request, truthfully and clearly identify themselves, the identity of the direct selling entity, the nature of the goods or services sold and the purpose of the solicitation to the prospective customer;
- c) Offer a prospective consumer accurate and complete explanations and demonstrations of goods and services, prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service;
- d) Provide the following information to the prospect / consumers at the time of sale, namely:



CONDITIONS OF CONTRACT: PLANET DEWSOFT PVT. LTD.

- i. Name, address, registration number or enrolment number, identity proof and telephone number of the direct seller and details of direct selling entity;
- ii. A description of the goods or services to be supplied;
- iii. Record the time and place for inspection of the samples and delivery of goods.
- iv. Explain to the consumer, tentative time of delivery of the goods and the return policy of the company in the details, before the transaction;
- v. Register all Orders online at the company website, and give the customer the proforma invoice, or Invoice, and Payment Receipt as may be applicable.
- vi. Assist the customer to pay for the chosen product, by using one of the methods accepted by the company. The current list of mode of payments is available on the website.
- vii. Inform the customer of his/her rights to cancel the order and / or to return the product in saleable condition and avail full refund on sums paid within a period of 72 hours.
- viii. Ensure that the customer gets his product within the stipulated time frame and verified that material so delivered are free from any manufacturing defect, and resolve issues if any.
- ix. Guide and assist the Customer on how to use the Product, and assist the customer, to work as an associate, in case he chooses to avail the optional business opportunity.



- e) All sales are to be registered online at the company website and maintained by the company. Sales pertaining to last 5 financial years are kept by the company in computer data. However it is recommended that the Associate keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him/her, in such form as per applicable law.

Relationship

7. Direct Sellers agree that they are Independent Channel Partner, called an "Associate," and will have no authority to bind the Company to any obligations, outside this agreement. The relationship between Associate and the Company is established only by this Agreement and Associate is not an employee or any other legal representative of the Company or its service providers.

Promises by Recruiting Associate:

8. The Company makes the promises contained in this Agreement or through its website, and in other official material and no Associate is authorized to make any other promises to a prospective Customer. If any Customer relies on any promises made by an Associate that are not in this Agreement and/or official Company material, and that Associate fails to keep any such promise, the Customer is encouraged to file a complaint with the Grievance Cell of the company. Upon receipt of such a complaint, the Company will conduct such investigation as it deems necessary and, upon validation of such a complaint, impose

appropriate penalties on the offending Associate. Such action however will not result in any recovery of damages by the customer, which the customer is free to seek against the offending Associate, not the Company.

Associates Incentive:

9. In order to qualify to earn incentives, the associate must personally make 2 sale of any package as available, one on either side. Associate will be eligible to collect incentives on all levels his business sales, provided he/she is working actively in promotion of the company packages. All payments to the associate shall be sent after applicable deductions including the withholding tax. Associate understands that to earn incentives in the packages, Associate is responsible for generating business his/her self. To do this, Associate will personally build his or her Sales team and will contact prospects by phone and in person and attend/conduct local meetings, seminars, road shows, in different regions himself.

Reimbursement and Additional Incentive Policy

10. Associates /Channel Partners designated Crown Ambassadors and above (see associate Level at the website), shall be eligible for reimbursement of expenses, including outstation lodging, travelling, petrol, seminar expenses, and expenses incurred in training of customers and other channel partners, calculated and capped @ 100% of their incentive. The same shall be added and paid included in their incentive. To avail the same, the channel partners must keep all his bills and other expenditure statement open to audit at all times for the company personnel to inspect. Discrepancies if any, in the amount payable and actual expenditure incurred, shall be adjusted in the incentives or reimbursed later. However not all Crown Ambassadors are eligible for this policy, the company's decision in this regard is final.
11. For Development of business in new areas, regions, and in foreign Countries, Associates/ Channel Partners shall be eligible for further reimbursement of expenses, including outstation lodging, travelling, petrol, seminar expenses, and expenses incurred in training of new customers and channel partners, calculated and capped @ 100% of their incentive. The same shall also be added and paid included in their incentive. To avail the same, the channel partners must keep all his bills and other expenditure statement open to audit at all times for the company personnel to inspect. Discrepancies if any, in the amount payable and actual expenditure incurred, shall be adjusted in the incentives or reimbursed later. Company's prior approval is required for the same
12. For Social responsibility of the company towards members of the society, above Associates/ Channel Partners shall be eligible for organizing Educational/Training/Awareness Camps in the areas near there working place and expenses incurred in organizing these camps on behalf of the company will be paid on actual basis. To do the same, the channel partners must keep all his bills and other expenditure statement open to audit at all times for the company personnel to inspect. Discrepancies if any, in the amount payable and actual expenditure incurred, shall be adjusted in the incentives or reimbursed later. All of these must be conducted with prior approval from the company.



13. For training of new associates/customers, to enable them to use the company package effectively and/or promote the same, the partners shall conduct training programs in their own capacity using their own funds. The company shall reimburse eligible associates, INR 400 only once per customer who attending such event which shall be towards, refreshments, infrastructure arrangements, etc. This amount may be increased to INR 800 in case the training is done in remote area, neighbouring countries, Kashmir or North East Region where the cost of imparting such event is significantly higher.

Taxes and Permissions:

14. Associate is solely responsible for all self-employment taxes and any central, state, local or other taxes that may be due as a result of Associate's business activities. Associate agrees to abide by any national, state, or local laws, rules and regulations pertaining to this Agreement. At Associate's own expense, Associate will make, execute and file all such reports and obtain such licenses as are required by law or public authority with respect to this Agreement.

Policy/Rate Changes:

15. The current incentive payout policy can be accessed from the company website. Associate agrees that The Company may, from time to time with a general notice, change the compensation plan, rates, prices and charges, or this Agreement to be applicable to all Associates. If Associate chooses to remain in the program, Associate agrees to abide by those changes. Any such notice shall be deemed to have been given and received as of the day after such notice is posted on the Company web site and/or the day the change is put on the Company's messaging centre, disseminated via email or other mode of mass communication. It is Associates responsibility to stay abreast of developments communicated in this fashion.

Packages Available:

16. Different packages are available from the company to be promoted adopting the direct selling marketing strategy. The most updated list of current products/packages can be had from <http://packages.planetdewsoft.com>. Associates undertakes to see and understand the packages and their contents clearly before promoting the same.

Cross Sponsoring/Cross Recruiting:

17. Associate understands that cross sponsoring, cross recruiting and cross line jumping are prohibited in The Program and may result in the imposition of penalty, as more fully set forth hereafter, but may include immediate termination of this Agreement.
 - A) "Cross sponsoring" means soliciting an Associate or any closely related person or entity into a downline different from the existing downline for that Associate.
 - B) "Cross recruiting" means soliciting an Associate, except personally sponsored Associates, or a closely related person or entity, into another Network Marketing company.



- C) "Cross line jumping" means an Associate or any closely related person or entity voluntarily taking a Business Centre that is not in the same downline as the one in which the Associate first was enrolled.
- D) A "closely related person or entity" is any person in the household of the Associate (e.g. spouse, son, daughter, parent living in the same household) or any corporation, partnership, limited liability company, trust or other legal entity, which is controlled by the Associate.

Grievance Redressal Mechanism/ Filing Complaints:

- 18. Associate desires to report a violation of this Agreement, must do so by sending an e-mail to the Grievance Cell, or c.care@planetdewsoft.com giving comprehensive details of such violation. Alternatively, if the company receives a complaint against any associate, it will give a notice in writing to the concerning associate, seeking explanation, and clarity and all illegalities found shall be dealt severely and in accordance to this agreement. Barring Exceptional Circumstances, All investigations in the Grievance Cell must be concluded within a period of 45 days from date of such complaint.

Intellectual Proprietary and Copyright:

- 19. Associate understands that the Company products, Marketing plan, Associate lists and Official literature are proprietary information and are considered intellectual property of the Company. Associate hereby agrees not to directly or indirectly disclose or use any of said confidential or proprietary information except to specifically promote the Company business in accordance with the provisions of this Agreement. Associate further agrees that this provision shall survive the expiration or termination of this Agreement.

Multiple Enrollment:

- 20. The Company through its packages intends to service individuals, families, businesses and Institutions. If you have more than one users benefiting from the packages, we advise you to buy several packages, as copying and using content material is illegal and violation of copyrights.

Wrongful Multiple Enrollment in Packages:

- 21. The Company does not encourage the purchase of more than one package in order to participate in the Program, or enhance the compensation plan or even to maximize potential compensation. Any Associate who advises potential Associates otherwise is in violation of this Agreement and subject to penalty as set forth herein, including refunding the package amount, or penalty of INR 10000/- Rupees Ten Thousand Only, or both.

Incentive Calculation:

- 22. Associate understands that although Associate may refer other customers into the Program, the packages does not allow Associate to profit from the activity of referring other Associates. Incentives are paid only on ACTUAL SALES that are made by Associate or by other Associates that fall into Associate's Downline. No one has

made any promise or

guarantee that Associate will derive any specific income or profit as an Associate. Associate understands that any income the Associate earns in the packages is determined by Associate's personal activity as a business promoter. Associate understands that incentives shall be paid only to the qualified "selling" Associate and to his or her Downline and Upline. Associate shall not make any income representations except those set forth herein or otherwise specifically set forth in official Company material. Other promotional campaigns, and associated bonuses, gifts, tours if any, are temporary and must be clarified so.

Trademarks and Marketing Materials:

23. Associate will not use the Company trade names and/or trademarks except to promote the Company business. In all such authorized use, Associate will make clear that Associate is an Independent Distributor and the advertising is the Associate's and not the Company's.

Sale of Business Centre:

24. In order to maintain the integrity of the Company's sales organization, if an Associate desires to sell a Business Centre, the Associate must first offer it for sale in writing to the Associate immediate up-line from the Business Centre to be sold. If the up-line Associate declines to purchase the Business Centre, the selling Associate is then free to sell the Business Centre to someone else, on the same terms and conditions as was offered to the up-line Associate. All such sales require the completion of a Transfer Form and payment of a transfer fee and must be approved by the Company. Sale of a corporation or other legal entity, which owns a Business Node, is hereby deemed to be the sale of the Business Node and is subject to the provisions above stated.

In-heritability:

25. The Company package, (excluding any software that may be included as part of the package), and the Business Centre, like any other business or asset an Associate may have, is fully transferable in accordance with the terms of a Will, or, in the absence of a Will, it passes to heirs pursuant to the applicable interstate succession laws. For those Associates whose The Company Business Centre is/are owned by a corporation (or some other type of legal entity), there would be no change in the ownership of the Business Centre upon the death of an owner of that corporation, etc. Ownership of the corporation would change by passing to the heirs, but the corporation would continue to own the packages Business Centre.

Information from Associates:

26. All registration information provided by an Associate to The Company must be accurate and complete. Associate must update and correct registration information if it changes.

27. E-Wallet and Payment Services

- a) Associates may deposit payment in advance with the company in their e-wallet and use the same later, online to purchase goods and sell to prospects/customers. All amount in e-wallet can be refunded to the customer by using the online



dashboard, or writing email to c.care@planetdewsoft.com

- b) Incentive is paid only after receipt of Bank Details, and Updated KYC of the Associate. All pending Amounts are automatically transferred to the e-wallet of the Associate after a period of 2 years from date of earning the incentive. Please visit incentive policy for comprehensive details.
- c) The associate has to register all his sales online at the company website. All transactions generate a unique transaction ID number. The associate can use available payment options like payment through credit card, debit card, Rupay, NEFT, RTGS etc. Sale of packages to the customer are non refundable after lapse of 72 hours of fee received by the company, or receipt of goods by the customer, provided the package hasn't been used.
- d) Associate shall not receive refunds for paid packages, removed due to violation of this agreement or any other agreement applicable to its use. Unpaid registrations are temporarily suspended after 30 days, and deleted permanently after a period of 45 days from date of registration. This is done to primarily to remove junk registrations.
- e) If any Registration is required to be restored from suspension then an additional restoration fee of INR.750/- may be levied. Restoration of suspended Registrations requires a mail to be sent to c.care@planetdewsoft.com notifying the reason for delay, and mode/particular of payment, if it has already been dispatched or expected time for dispatch to prevent cancellation/deletion of the Unique ID. For all your correspondence with the company, please use the respective ID number.
- f) User/Associate agrees to pay INR 500/- fee for returned cheque charge and transfer fees of Rs.1500/- as administrative fee. The Company on its sole discretion may accept or reject anyone's application for the packages.

28. Security:

Each Associate must keep all passwords and other secure access information confidential and notify The Company promptly if the Associate believes that the security of an account has been compromised. The Company has taken reasonable steps to protect the security of online transactions. However, The Company cannot and does not warrant such security and will not be liable for any losses or damages resulting from any security breaches.

Spam/Misuse of System:

29. Associate shall not engage in spamming in order to promote the Associate's business.

"Spam" includes:

- a) Mass mailings akin to junk-mail, either to news groups or electronic mail or unsolicited commercial and/or informational email, including, without limitation, commercial advertising and informational announcements, sent to people not known personally, unless the recipients have expressly asked to receive email announcing packages of this type,
- b) Associate shall not send unsolicited advertisements for the Company packages or otherwise solicit related business by fax in violation of the local Authority Rules.



Indemnity :

30. Associate indemnifies and holds The Company harmless against all claims made by any third party, prospect or customer serviced by him, and any related damages and expenses (including reasonable attorney's fees), arising out of or connected with the associate's conduct, the goods or service the associate offers, or any violation of this agreement by associate.

Limitation of Liability:

31. The Company will not be liable to any Associate for indirect, incidental, special or consequential damages, such as (but not limited to) loss of profits or business interruption, arising out of or connected to the use of, or inability to use, "the package", related services, products or marketing materials provided to any Associate.

Voluntary Resignation:

32. Associate may voluntarily terminate this Agreement by sending written notice at any time for any reason. If Associate terminates this Agreement that Associate shall not be allowed to become an Associate again for a period of six (6) months. If Associate re-joins on-line in violation of this policy then that Associate shall be terminated and Associate shall not be allowed to earn any incentives from the new position.

Imposition of Penalty:

33. If Associate breaches any of the provisions of this Agreement, violates any applicable law or regulation or engages in any false, misleading or unfair trade practice, including but not limited to, making misleading income representations or making promises to potential Customers, or other Associates that cannot be kept by Associate, (herein called "Violation") any such Violation is grounds for the imposition of penalty, as more fully set forth hereafter. The Company may suspend Associate, including suspension of incentive earned at the time, pending investigation of any alleged Violation. Associate shall be given notice of the alleged Violation by e-mail, fax or other rapid method of communication and shall have 07 (seven) days thereafter to respond in writing (verbal response will not be considered) to any alleged Violation (s), failing which, the Company can consider the allegations to be true. (It is Associate's responsibility to see that Company receives the response, with supporting documentation, if any, within the seven-day period.) If at the end of the investigation it is determined that Associate is to be penalized, the date of the imposition of the penalty can be, at the Company's option,

- a) the date of the penalty notice,
- b) the date of the notice of the alleged Violation
- c) the date on which suspension, if any, occurred, or
- d) Any other current date.



Incentive/Commission/Discounts earned if any, as of the date of a termination, shall be withheld. Any such penalties shall be deemed to be liquidated damages as payment of

CONDITIONS OF CONTRACT: PLANET DEWSOFT PVT. LTD.

part of the damages suffered by Company for the Violation. Associate can request that any decision to impose a penalty be reviewed and supply any additional material that may bear on the matter in support thereof within seven days after notice of the penalty is given. Company shall then advise Associate of its final decision.

The Company shall have the option of imposing any one or more of the following penalties for Violations:

- a) Disabling of business Centre of Associate
- b) Denial or revocation of any achievement awards otherwise earned
- c) Denial of sales credit for sales that fall into the Downline of a cross-sponsored Associate;
- d) Denial of credit for sales of multiple Business Centres due to falsely representing need for them;
- e) Imposition of a fine in an amount to be determined by the Company; and/or Termination of the Associates Agreement.
- f) If an associate is found guilty of promoting other direct selling companies or their products within the company network, he/they shall be terminated and fined with at least preceding twelve months of incentives earned by them from the company from date of sending the notice by the company.
- g) The company is liable to seek financial and punitive damages, file for defamation case, or take any other judicial recourse against such an offending associate. All expenses borne by the company to pursue such action shall be recoverable from the associate, including all attorney fees, expenses, levies, fines and penalties.

Jurisdiction Venue:

34. This Agreement shall be construed and enforced in accordance with the laws of New Delhi without reference legal principles that would cause the law of another jurisdiction to be applied. Causes of action between the parties hereto of any type, whether based on this Agreement, on fraud or any other sort, or grounded in principles of strict liability or statutes of any kind, shall be heard exclusively in a court of competent jurisdiction in New Delhi, INDIA, each party hereby submitting to the jurisdiction of such courts and expressly waiving the right to bring suit in all other courts. In any cause of action the winner shall be entitled to recovery of all court approved attorney fees, court costs and other costs of the action.

Addresses:

35. The address for Associate shall be as is maintained in the records of the Company. The address for the company is 305-306 Gagandeep, 12 Rajendra Place, New Delhi, 110008 INDIA. Either may change from time to time.

Official Languages/Definitions:



36. The English version of this Agreement, as maintained by The Company, is the official version and shall control over any other language version(s) which may be made available for ease of reference for some Associates. As used in the materials, when the term, "sell/ enroll" and words of similar import are used to describe the sales activities of an Associate, this is an abbreviated reference to the promotional activities of Associate with respect to sales and it is understood that all sales are between the Company and the purchaser, not between the Associate and the purchaser. Likewise, when the term, "recruit" and words of similar import are used to describe the referral and recruiting activities of an Associate, this is an abbreviated reference to the team building activities of Associate and it is understood that the agreement by which one becomes an Associate is between the Company and the recruited Associate and not between the new Associate and the referring Associate.

Incorporation of Agreements:

37. If Associate has subscribed to the package, the "User Agreement" and "Terms and Conditions", and "Associate Agreement" are incorporated herein as if fully set forth.

Entire Agreement:

38. This Agreement constitutes the entire agreement between the parties on the subject matter hereof, and no other additional promises, representations, guarantees or agreements of any kind shall be valid concerning such subject matter unless in writing and signed by an authorized officer of the company.

