

Distributor Agreement

Please read the terms and conditions of the NE-Organics Brand Ambassador Agreement in full and sign below. General Terms:

1. I understand that **NESO FUGENSUS PRIVATE LIMITED**. A Direct selling company and NE-Organics products and Brand Ambassador:
 - a. I have the right to offer for sale **NE-Organics** products and services in accordance with these Terms and Conditions.
 - b. I have the right to enroll persons in **NE-Organics .in**
 - c. If qualified, I have the right to earn commissions pursuant to the **NE-Organics** Compensation Plan.

2. I agree to present the NESO FUGENSUS PRIVATE LIMITED. And Marketing and Compensation Plan and NE-Organics products and services as set forth in official NE-Organics.in web portal.

3. I agree that as a NE-Organics Brand Ambassador I am an independent distributor, and not an employee, partner, legal representative, or franchisee of NE-Organics. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF NE-ORGANICS. NE-Organics is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions for any taxes of any kind.

4. I have carefully read and agree to comply with the NE-Organics Policies and Procedures and the NE-Organics Compensation Plan, both of which are incorporated into and made a part of this Agreement (these three documents shall be collectively referred to as the "Agreement"). In the event of a conflict between these Terms and Conditions and the Policies and Procedures, the Policies and Procedures will control. If I have not yet reviewed the Policies and Procedures and/or Compensation Plan at the time I sign this Agreement, I understand that they are posted at www.neorganics.in, and are also in the NE-Organics Back Office. I will review the Policies and Procedures and Compensation Plan within five days from the date on which I sign this Agreement. If I do not agree to the Policies and Procedures or Compensation Plan, my sole recourse is to notify the company and cancel my NE-Organics Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures and Compensation Plan. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from NE-Organics. I understand that the Agreement may be amended at the sole and absolute discretion of NE-Organics, and I agree to abide by all such amendments. Notification of amendments shall be posted to NE-Organics Back Office. Amendments shall become effective 30 days after publication, but any amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my NE-Organics business or my acceptance of bonuses or commissions after the effective date of any amendment shall constitute my acceptance of any and all amendments.

5. The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). If I fail to annually renew my NE-Organics business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Brand Ambassador/Distributor. I shall not be eligible to sell NE-Organics, products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline team sales organization. In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline team organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline team organization. NE-Organics, reserves the right to terminate all Brand Ambassador Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Brand Ambassador may cancel this Agreement at any time, and for any reason, upon written notice to NE-Organics, at its principal business address or via email to neorganic.com@gmail.com. NE-Organics, shall have the right in its sole and absolute discretion not to accept this Agreement or any renewal of it.

6. I may not assign any rights under the Agreement without the prior written consent of NE-Organics. Any attempt to transfer or assign the Agreement without the express written consent of NE-Organics renders the Agreement voidable at the option of NE-Organics and may result in termination of my business.

7. I understand that if I fail to comply with the terms of the Agreement, NE-Organics may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. I agree that NE-Organics may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to NE-Organics.

8. The Agreement, in its current form and as amended by NE-Organics at its discretion, constitutes the entire contract between NE-Organics and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

9. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement shall remain in full force and effect.

10. I authorize NE-Organics to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

11. I undertake and declare that for any grievance I will approach NE-Organics at www.neorganics.in, and not on any Social Media platform(s), I further undertake and declare that I will never defame NE-Organics and its Ambassadors' on social media or any platform, if directly or indirectly breached I will be in violation of this Agreement.

I have carefully read the terms and conditions of this Agreement, the NE-Organics, Policies and Procedures, and the NE-Organics Compensation Plan, and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my NE-Organics, independent business at any time, with or without reason, by sending written notice to the Company at the company address or by emailing neorganic.com@gmail.com

STRICTLY RULES AND REGULATION FOR BRAND AMBASSADOR/DISTRIBUTOR:

The company is engaged into the business of direct selling through multi level marketing and activities as stated in the Object Clauses of memorandum of Association of the Company. For smooth running the business of direct selling, the Company has framed certain rules and regulations, marketing plans and other terms and conditions. The Company exclusively uses its website to display the detail of the products, marketing methods and business monitoring. It uses verbal publicity to promote its business. The Company appoints Direct Seller across the country for marketing and sale of its products. Individuals interested in becoming a Direct Seller of the Company, can apply for the same in prescribed form. Filling each & every column is mandatory. There is no deposit or any charges for becoming a Direct Seller of the Company. Before filling the application form, the intending Direct Seller shall go through the terms and conditions herein below thoroughly and if he/she agrees the terms and conditions, he/she shall append his/her signature in the column hereunder as token of their acceptance also once he click Agree on online platform after reading terms condition ,agree to give legal status to said documents under Law.

DEFINITIONS:

The following words used in these presents shall have the meaning as defined here under;

- a. Direct Selling means marketing or sales of goods directly to the end user / consumer either by oral publicity or display or demonstrations of the good/products or distribution of pamphlets.
 - b. Direct Seller means a person competent to enter into contract as per “Indian Contract Act”, and who is authorised and registered as direct seller.
 - c. Consumer means a person who purchases good or hires services for consumption and for commercial purposes.
 - d. Goods/products/services means goods/products/services is that it shall include every kind of movable property other than actionable claims and money.
 - e. Sales incentive means amount of incentive payable to the Direct Seller for effecting sale of goods products/services as stipulated in the contract between the Direct Seller and Direct Selling entity.
- Unique ID /Track ID means unique identification number issued by the Company to the Direct Seller as token of acceptance of his/her application for Direct Selling of the goods/products/services of the company.

1. THE APPOINTMENT AND UNDERSTANDING:

a) Company upon scrutiny and verification of the Application may register the Applicant as “Direct Seller” for Direct Selling the goods/products/services/Services of the Company. The Company shall be at liberty to accept or reject his/her application at its discretion.

b) The Direct Seller shall enjoy the following privileges:-

- i)** Incentive for effecting sale of goods/products/services of the Company as per marketing plan,
- ii)** No territorial restriction to sale the goods/products/services,
- iii)** Search and inspect his/her account on website of the Company through password provided by the Company,
- iv)** Earnings of the Direct Seller shall be in proportion to the volume of performance by the/ Direct Seller either by his/her personal efforts or through team as stipulated in the marketing plan of the Company.

c) An individual, upon appending his/her signature at the bottom of these presents, or Agreeing online by clicking acceptance button shall be deemed to have accepted the terms and conditions stipulated herein. Upon registration after scrutiny of the application, he/she shall become the direct seller of the Company. Allotment of password and ID shall be construed as registration as direct seller. The applicant hereby covenants that as under..

i. That she/he has clearly understood the marketing methods/plan, the compensation plan, its limitations and conditions. He/she agrees that he/she is not relying upon any misrepresentation/s or fraudulent inducement or assurance that is not set out in terms and conditions or other officially printed or published materials of the Company.

ii. Relation between the Company and the Direct Seller shall be governed, in addition to this agreement, by the rules and procedure mentioned in the marketing plan, available on website. The Direct Seller further confirms that he/she has read and understood all the terms & conditions carefully and agrees to be bound by them.

iii. Direct Seller shall act as a freelancer and shall not commit any misfeasance or malfeasance to create any liability/obligation on the company.

iv. It is made and understood in very clear terms that Direct Seller is not an Agent, Employee nor an authorised representative of the Company or its service providers. He/she is not authorised to accept/receive any amount/ payment for and behalf of the Company and any payment received by him/her will not deemed to be received by the company.

v. Direct seller understood that they are getting education and no where obliged to invest their money their after, further understood that company is nowhere involved in any investment done by Direct seller in its individual capacity also direct seller will not misguide there down line and others about any investment in any business for execution of their knowledge’.

vi. Direct seller further understood that company doesn’t encourage any one to invest in any business, company is only responsible for education, company is not responsible for loss, profit, damages to direct seller for any investment they do in individual capacity.

Direct Seller, hereby declare that all the information furnished by him/her are true and correct. Company shall be at liberty to take any action against the Direct Seller in the event, it is discovered that the Direct Seller furnished any wrong/false information to the Company.

2. GENERAL TERMS:

i. The Company may appoint any Third party for Collection/distribution services. Direct seller is required to visit the Company's official website from time to time to get such appointment and avail facilities make payment and collect valid receipt and products from its outlets/collection/delivery centre.

ii. The Direct Seller will be eligible for facilitation fees or income, as per the volume of sale of Products/Business done by him/her, subject to the eligibility norms formulated by the Company from time to time. The Company does not guarantee/assure any particular or fixed facilitation fees or income to the Direct Seller.

iii. Track ID has to be quoted by the Direct Seller in all his/her transactions and correspondence with the Company. The track ID once chosen cannot be altered at any point of time.

iv. No communication will be entertained without unique ID and password. Direct Seller shall preserve the ID and Password properly as it is "must" for logging on to website.

v. Commission/income to the Direct Seller shall be subjected to statutory deductions as applicable.

vi. The Company reserves its right to withheld/block/suspend the Direct Seller in the event the Direct Seller fails to provide an details as desired by the company from time to time including but not limited to Pan card details.

vii. Processing charges and any other applicable charges will be deducted as per the Company's norms.

viii. Direct Seller undertakes to adhere for policies, procedures, rules and regulation formed by the Company.

ix. The Direct Seller shall be faithful to the Company and shall uphold the integrity and decorum to the Company and shall maintain good relations with other Direct Seller and their clients.

x. Company reserves the rights to modify the terms and conditions, products, plan, business and policies at anytime without notice. Modification shall be published through the official website of the Company and such modification/amendment shall be applicable and binding upon the Direct Seller from the date of such notification.

xi. In case of death of Direct Seller either his/her nominee or one of the legal heir with consent of all the legal heirs may join the Company as Direct Seller in place of the deceased provided he/she applies in prescribed form and undertakes to abide all rules and regulations, terms and conditions etc., in the same manner as that of original Direct Seller. In case of failure to arrival at such consent within six months from the date of death of Direct Seller, the Company shall be at liberty to terminate the ID. For this period Company will keep his/her ID in abeyance.

xii. If any Direct Seller loses his/her contractual capacity due to any reason such as lunacy, bankruptcy or sentenced to imprisonment or other legal embargo is created, his/her Direct Seller ship shall be continued through the person duly appointed by the competent Court.

xiii. Direct Seller shall have to follow all statutory laws, rules and regulations in operation of their business. Direct Seller shall not engage in any deceptive or unlawful trade practice as defined statute.

xiv. Direct Seller shall not manipulate the marketing plan or product's rate, D.V. or D.P OR R.P etc.,

in any way.

xv. Direct Seller shall not send, transmit or otherwise communicate any messages to anybody on behalf of the Company without any authority from the Company.

xvi. Direct Seller and/or any other person under him/her is strictly prohibited to use Promotional Material, other than developed and authorised by the Company.

xvii. Direct Seller shall not use the trademark, logotype and design of company and its brands anywhere without written permission from the Company. Said permission can be withdrawn at any time by the Company.

All the arrangements, expenses, permission from local authorities, complying with rules of central and state government and local body is whole responsibility of Direct Seller for meetings and seminars conducted by Direct Seller.

3. PROHIBITIONS:

i. Direct Seller or his/her relatives (relative means dependent son or daughter, father/mother, spouse) shall not engage in any activities of Multi Level Marketing of any other entity. If it is found then such Direct Seller shall be terminated.

ii. Direct Seller is prohibited from listing, marketing, advertising, promoting, discussing or selling any product, or the business opportunity on any website/application or online forum that offers like auction as a mode of selling.

iii. The Direct Seller hereby undertakes not to compel or induce or mislead any person with any false statement/ promise to purchase products from the Company or to be Direct Seller of the Company.

4. DUTY AND CONFIDENTIALITY:

Parties shall keep and maintain secrecy and confidentiality about the information for which they are obliged and expected to keep secret and not disclose anybody other than persons to whom is reasonably expected to be disclosed.

5. SPECIAL CONDITIONS:

Notwithstanding anything stated or provided herein, the Company shall have all powers and discretion to modify, alter or vary the terms and condition in any manner it deems fit and shall be communicated through the official website or other mode as the Company may deems fit and proper. If any Direct Seller does not agree to such amendment, he/she may terminate his/her agreement within 30 days of such publication by giving a written notice to the Company. Without any objection to such modification/alteration, if Direct Seller continues his/her activities then it will be deemed that he/she has accepted all modifications and amendments in the terms & conditions for future.

6. TERMINATION:

Company may terminate this agreement for any reason not limited to;

A. Pursuant to the provision to the marketing plan.

B. For reason of non-performance.

C. Any unethical and pre judicial work to the interest of the Company.

D. For the breach of any terms and conditions of this agreement and marketing plan.

E. Information given by Direct Seller found wrong/false.

F. In convicted of an offence punishable imprisonment of whatever terms.

G. Is declared bankrupt.

H. Is not mentally sound to handle the business.

I. Migrate to other Country.

J. Directly ,indirectly found to be involved in defamation of company or its Ambassadors in any form including Social media.

Termination of Direct Seller means termination of:

- A. All rights and entitlements as a Company's Direct Seller.
 - B. Personal information given on website/application.
 - C. Identification as a Company's Direct Seller.
 - D. Right to go at any Company's office and attend Company meeting/seminars.
- The Direct Seller may terminate this agreement at any time by giving a written notice to the Company.

7. RENEWAL/AGREEMENT PERIOD:

Direct Seller authorisation shall continue for the first time till the end of month succeeding to the end of 1 months from the date of application form for Direct Seller by the Company. After this to continue the AUTHORISATION as Direct Seller of Company for next months, the Direct Seller shall have to renew his/her authorisation of Company Direct Seller on or before end of every month. In case of failure in submission of renewal application in prescribed period the AUTHORISATION shall be hold automatically. Renewal application is available on COMPANY website/application in personal information. Direct Seller has to apply for renewal through his/her personal information. Company reserves the right to refuse any renewable request and can revoke any Direct Seller renewable application if, in Company's opinion, the activities of the Direct Seller are not in the interest of COMPANY or if the Direct Seller has failed to comply the rules, procedures, terms and conditions etc., during the month. The agreement of Direct Seller will automatically comes to an end in case of non compliance of renewable formalities.

8. FORCE MAJEURE:

The Company shall not be liable for any failure to perform its obligations where such failure has resulted due to Acts of Nature (including fire, flood, earthquake, storm, hurricane or any natural disaster), war, invasion, act of foreign enemies, civil war, revolution, insurrection, nationalisation, government sanction, strike, lockout or interruption or failure of electricity, any type of redirection by Government, Local Authority etc.

9. RECOURSE AND LEGAL APPLICABILITY:

- I. The terms and conditions stipulated in the forgoing paragraphs shall be governed in accordance with the law in force in State of Arunachal Pradesh. Disputes, either civil or criminal in nature, shall be subject to the exclusive jurisdiction of the courts in State of Arunachal Pradesh, Itanagar only and nowhere else.
- II. If any dispute or difference arises out of or in relation to these presents, the same shall be referred to sole Mediator appointed by the Company. Direct Seller shall not raise any objection, in case the Mediator so appointed any manner whatsoever. Venue of such Mediation shall be place decided by company and the language shall be English or Hindi.
- III. Company's liability, whether in contract, tort or otherwise arising out of or in connection with the agreement and/or relationship arising there from shall not exceed the lesser of a) actual damages or loss assessed by the Mediator or any where dispute resolution mechanism adopted by the parties or; b) the total commission earned by the Direct Seller during six months of the date of dispute.

10. SMS ALERTS:

The Direct Seller agrees to receive the SMS Alerts from the company on Mobile No. mentioned/quoted above and will not object even if they are received despite of DND activated. Direct Seller shall intimate the Change in Mobile number (If Any).

I solemnly affirm and declare as follows:

- 1. That I have read and understood the terms and conditions for appointment of Direct Seller of the Company.
- 2. I have also gone through the Company's official website, printed materials, brochures and convinced about the business and I have applied to appoint me as a Direct Seller on my own volition.

3. I declare that I have not been given any assurance or promise on inducement by the Company or its Directors in regards to any fixed income incentive, prize or benefit on account of the products purchased by me.
4. I have clearly understood that eligibility of income exclusively depends on my performance in business volume as from terms & conditions. I further agree that company reserves the right to change the Business Plan at any point of time without prior notice.
5. I undertake not to misguide or induce any one dishonestly to join the Company.
6. I hereby agree and adhere to the terms and conditions as stipulated along with the application form and as mentioned above to agree to purchase the product as Consumer/to do the Direct Seller activities.
7. I hereby agree to submit all disputes to Mediation as provided in the terms and conditions of the Company.

I also declare that at present any other Direct Seller ship Identity (ID) is not activated in my name.

Crossline Recruiting Terms:

The NE-Organics Policies and Procedures states: “Brand Ambassadors/Distributors are prohibited from Crossline Recruiting. The use of a spouse or relative’s name, trade names, assumed names, entities, federal identification numbers, or fictitious identification numbers, or any other device or contrivance to circumvent this policy is prohibited.

For the purposes of this Section, the term “Crossline Recruiting” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, another NE-Organics Brand Ambassador or Customer to enroll, join, or otherwise participate in another NE-Organics, marketing organization, downline team, or line of sponsorship other than the one in which he, she, or it originally enrolled.”

With that understanding, please also understand that NE-Organics takes Cross Recruiting very seriously, and will take the following actions against any Brand Ambassador/Distributor who has a credible Crossline Recruiting complaint lodged with the company.

In order to lodge a complaint against a fellow Brand Ambassador/Distributor, the accuser must send in writing via email to (email address?) a formal denunciation of the offending Brand Ambassador, and be prepared to speak with NE-Organics compliance officers in regards to their claim. NE-Organics retains the exclusive right to determine what constitutes a credible complaint and will make those judgements at its sole discretion.

If a Brand Ambassador is suspected of Crossline Recruiting, they will be immediately suspended pending investigation. During the suspension period the Brand Ambassador will not be able to enroll new Brand Ambassadors, nor will they have access to any pending commissions.

Once a verdict of the investigation is reached, the infraction will be classified as Level 1, Level 2, or Level 3 infraction, which each carry the following penalties:

Level 1 - Accidental or ignorant Crossline Recruiting: Full reinstatement of position

Level 2 - Isolated Crossline Recruiting incident: Reinstatement with fine to be determined by NE-Organics compliance officer.

Level 3 - Mass and/or egregious Crossline recruiting: Termination and forfeit of all pending and future commissions, banned from returning to the company.

If a Brand Ambassador is suspected of Crossline Recruiting a second time, they will be immediately suspended pending investigation, once again being unable to enroll new Ambassadors/Distributors and unable to access any pending commissions.

If the Brand Ambassador is found guilty they will be terminated and forfeit all pending and future commissions, and also be banned from returning to the company.

By signing, I certify that I have not been an NE-Organics Brand Ambassador/Distributors or a partner, shareholder, or principal of any entity having an NE-Organics business within the past six months. I understand that any intentional misrepresentation of any information I provide on this Agreement may result in action by NE-Organics, up to and including termination of this Agreement.

Full Name:

Date:

Signature.

