

Agreement

This agreement of consent is electronically executed here at Ludhiana on this ____ day of _____, Year _____ by and between:

Keva Industries, a company dealing in Direct Selling business situated at Plot No. 18-19, Sahnewal Dehlon Road, Village Tibba, Ludhiana-Pincode 141120 through its authorized person/signatory (hereinafter called to be the party of the 1st Part and in short "Company")

And

Company

Name _____ Prop./Partner/Director _____
_____ s/o _____,
address _____

(hereinafter called to be the party of the Second part).

Whereas, the company deals in direct selling business. Second party has approached the Company and is interested to work as Super stockiest with First Party to which Company has agreed. Second party is working with the Company, under the allotted ID No. _____, to which the Company confirms and will belong to second party till they make endeavors to promote/enhance the business of the company by strictly following the company's guidelines, Policy and procedures. First party clarifies that this ID shall belong to second party till second party strictly abides by Keva Industries Policy and procedures. Below are the details of **super stockiest** requirement and benefits:-

Training and Education: Company will provide Regular Training and Education of Products and Panel.

Sales Generation: The business of Party 2 will solely depend on its endeavors and along with the efforts of Super Stockiest, Company will support only in terms of Sales Generation. The First Party will provide all the marketing related tools like catalogue, Leaflets,

Posters, Pamphlets, Banners etc. in consultation with 'Super Stockiest'.

A Super stockiest, existing or new, has to maintain a stock of DP Value of Rs 50000/- (Rupees Fifty Thousand Only) in his panel to enable the sale option in Super Stockiest ID.

Area Exclusivity: Super Stockiest will be opened within the radius of 10 km, it can be inaugurated anywhere totally depending upon product's availability. On maintaining regular monthly purchase of Rs. 5 Lac (Rupees Five Lac only), 5 km area exclusivity will be allotted to super stockiest.

Source of Income: All the distributors of the Company are at full liberty to inaugurate Super Stockiest after intimating the Company and in pursuance of the Keva Industries Rules and Procedures.

Margin for Super Stockiest will be 4.5% of product purchase value in case of repurchase. Any change in margin will be informed time to time and may vary product wise.

If any individual/distributor refers/introduces any Super Stockiest he will be awarded with a prescribed commission on purchase of their respective Stock.

Obligations of Party 2

1. The Second Party will have a warehouse to store the goods and all the relevant expenses on the safe Storage of the goods will be borne by the Second Party.
2. All sales shall be sent by the first party to Second party on advance payment basis and account shall be cleared bill to bill by the second party on monthly basis by way of issuing invoices/account statement.
3. That the books of accounts, records, vouchers and

other related records register shall be true and correctly maintained by the Second Party and the same shall be made available in the Second Party office for the inspection at any time by the 'First Party' or their authorized agents

4. That the Second Party will be responsible for the payment of GST to the concerned authorities for the sale made by him and any default or penalty to be paid in this regard shall be the sole liability of Second Party.

5. That the Second Party shall ensure safe and secured delivery of goods, so that the goods may not be damaged or stolen. In case of damage or loss in Transit, the company will give the "Credit Note "to Second Party' against satisfactory report.

6. The Second Party shall ensure sale of the entire product before the expiry period. The Transportation cost shall be borne by the Company till door of Second Party. The Second Party will bear Godown Rent, loading unloading, courier, Phone Fax charges and freight charges and all other incidental charges.

7. This agreement may be terminated by parties hereto giving one month prior notice to the other without assigning reason and on the expiry of the said period from receipt of the notice this agreement shall stand terminated except in respect of matters which are which are already entrusted to the Party 2 and are not completed.

In case second party does not complies with this term then company has absolute and vast right to hold the commission of the second party and may adjust the said amount towards the losses/damages suffered by the company due to such suddenly leaving the company.

8. As soon as second party leaves the company second party has no right/relation on the ID. Company can transfer the ownership to anybody to which company feels right to sustain the business and 2nd party shall have no right to oppose such decision of the company.

9. Any support Party Two requires in building his business shall be borne at his own end. This is solely his responsibility and first party will not be responsible in any way. In case if any distributor/consumer will not work or leaves second party then first party will not be responsible in that connection.

10. Company has right to change the ID ownership and particulars of the ID of Second Party in case found guilty or suspicious in violating the Term & conditions and policy & procedures of the company/doing anything against company interest.

11. The company can hold the pay out or commission of the second party if found guilty or suspicious of violating the Terms & conditions and policy & procedures of the company/doing anything against company interest.

12. If any distributor/consumer of Second party makes complaint against second party then Second Party shall be responsible to resolve & satisfy. First party will not be responsible in that regard. All the expenses in resolving the complaint shall be borne by Party Two.

13. Second party shall work as per direct selling guidelines, policy and procedures issued by the Company. Never try to violate any terms & conditions assigned to second party as Keva distributor as Keva Distributors will abide with policy. If second party shall violate any terms & conditions then first party or authorized person/signatory can take any legal action against Party Two

14. Company will not share any information at any stage if second party, ask regarding other distributor as its sole discretion. In any case no unjustified demands from the second party shall be considered pertaining to the data of Distributors relating to Keva Distributors.

15. Second party shall be able to view all the information, access to which is given to second party in his panel and to which the second party can access

by using ID/password. Also second party is advised to keep his ID & password confidential and do not share with anybody to stop unauthorized persons and in that regards if anything happens unwanted and unfriendly in that event First party shall not be responsible at all.

16. Second party shall be paid Commission basis upon business brought to the company in terms of sale given to the company. Keva Industries does not represent that person will achieve financial success without working or by relying solely on the efforts of other. Compensation is based upon sale of its products.

17. Closing shall take place on monthly basis.

18. There is no pending dues from First Party. All accounts with First Party have been cleared till date.

19. Second party will be solely responsible for updation of correct bank details and profile details. Company will not be liable for delay in income transfer, transfer in wrong a/c due to wrong updation of bank details.

Second party is clear about Keva Industries Business Plan and how it works. Second party will be intimated by any changes done in business plan/process time to time.

20. Second party or any family person of Second party will never spread any negativity & rumors through phone, whatsapp, online or in person against the first party & promoters of the company.

21. Second part further promises/assures to the first party as follows:

a. The second part shall not use misleading, deceptive and unfair trade practice.

b. The second part shall also not use misleading, false, deceptive and or unfair recruiting

practices, including misrepresentation of actual or potential sales or earnings and advantages of direct selling to any prospective direct seller, in their interaction with prospective direct sellers.

- c. Second part shall not make any promise/assurance to any prospective direct seller that cannot be verified or make any promise that cannot be fulfilled.
- d. The second part shall not knowingly make, omit, engage or cause or permit to be made any representation relating to the direct selling operation, including remuneration system and agreement between the direct selling entity and the direct seller, or the goods and or services being sold by such direct seller which is false and or misleading.
- e. Second part shall not provide any literature and or training material not restricted to collateral issued by the direct selling entity, to a prospective and or existing direct sellers both within and outside the parent direct selling entity, which has not been approved by the parent direct selling entity.

22. This Agreement shall be governed by and must be construed in accordance with the laws of Ludhiana, Punjab, India, and the parties to this agreement agree to submit themselves to the exclusive jurisdiction of the Court of Ludhiana in the matter of any dispute arises between them.

This agreement contains the entire agreement between the parties all negotiation and understanding have been included in this agreement. This agreement and the terms and conditions contained in this agreement apply to both the party to this agreement.

Keva Industries reserves the sole right to adopt, amend, modify, supplement, or rescind any or all of the Super stockiest agreement terms, as necessary & at any point of

time.

It is hereby Verified by both the parties that the contents stated here in above are true to the best of our knowledge and nothing has been concealed there from.

Contents of the present instrument have been read over and understood by both the parties to this agreement and acknowledges the contents thereof to be true and correct.