DISTRIBUTOR AGREEMENT (Specimens Online Agreement)

PRIME DIRECT SOLUTIONS INDIA PVT. LTD., registered company under Companoes act, 1956, having registered address at 202, Bangashree CHS. LTD., Daji Ramchandra Road, Opp. Pawar Industries, Charai, Thane (w)-400601

{Name of Distributor:

DOB:-

Address:-

Mobile No.-

PAN card No.:-}*

TERMS AND CONDITION

1. As distributor it is understood that you have after carefully reading the terms of distributorship opted to become a self employed and independent Distributor to sell the company's products to consumers by using its sales and direct marketing system. Distributor is neither an employee of Prime Direct Solutions nor a partnership with the company in the sale transaction as is created between the parties of this Agreement. Therefore you as distributor have no authority to bind the company in any of your contract/ direct sale with other parties. All sales to you are direct to you.

2. You will comply with all central, state, local laws, taxes and licenses etc. applying from time to time as imposed by the government to the sales & direct marketing business. You must brief the product details to the consumers as per the company's specifications and product ingredients and in truthful and honest manner and make only those claims as per labels of products and cannot sell the products for a price exceeding the maximum retail price.

3. As an independent distributor you can purchase the products at the Distributor price from the company and agree to pay fully all transactions without need of demand for it. In addition, only you will get commission Bonus, Royalty on business value of current month. The company may change its commission Bonus / Royalty system at any time and in any way as well as its Terms & Conditions set out in Prime Direct Solutions System without any notice.

4. You are an independent person and have sole authority to market the products as per the terms mentioned herein above. In case if you have appointed sub commission agents to sell the products and should you wish to make payments to the such commission agents the company will make such payments to such commission agents at your risk and cost

5. This Agreement and Appointment Letter as distributor re-enforces your acceptance of the Terms and Conditions set forth in Prime Direct Solutions System and also any amendments or changes to be brought in by the company in the terms of distributorship and such changed terms may be brought in by the company without assigning any reason and without notice. However the company keeps distributors reasonable interest in the sale of product while framing new rules.

6. As distributor you shall not sell, assign or create any third party interest in your distributorship without the prior written consent of the Company.

7. Either of us may terminate this Agreement and Appointment Letter by giving 30 days notice in writing to the other party mentioning the grounds of breach of terms and trust of this agreement without entering into further legal proceedings. And in such an event the company shall be the sole proprietary of the sales that may take thereafter including the sub commission agent's commission.

8. The company may terminate the agreement with distributor in case if the company found in discrepancy in the information provided by the distributor in the application form to be incomplete, inaccurate, false or misleading information including if the information on the sub commission agents conduct and information.

9. To purchase products the Distributor shall send payment by Bank Draft / Pay Order / Money Order payable at Thane or in Cash at Company Regd. Office. Any cash above Rs.50000/- shall be by either chq or by bank DD in the name of the company.

10. This Agreement and Undertaking including the distributor Application form should be fully complete in all respect that is acceptable to the company. In case distributor is a sole proprietorship or partnership concerns, then the Distributor shall along with Application Form must provide the firm registration details, PAN card copy and ID proof etc to the satisfaction of the company. After Registration as distributor the Company, will issue a Prime Direct Solutions Distributor Number for the identification. Prime Direct Solutions reserves its rights to reject any application for registration without assigning any reason.

11. All disputes subject to exclusive Thane Jurisdiction only.

12. Prime Direct Solutions wishes best of luck and bright future to the distributor in achieving the success in the marketing and self earning.

Verification

I Mr/ M/s./Mrs. _____ affirm that I/We have read and understood Terms & Conditions, Rules of Conduct and Undertaking. I/WE confirm that the above information is true and correct to the best of my/our knowledge and belief and I /we take full responsibility for the same with commitment that any false information given by me will be grounds for rejection of my Application. I accepted this agreement to its contents by intimation to the company at online.

CODE OF ETHICS

1. As a basic guideline in my activities as a Prime Direct Solutions Distributor, I will endeavor to always treat others, as if I am treating myself with respect.

2. I will respect and follow this Code of Ethics and the Rules of Conduct observing not only "by letter" but also by 'the spirit' thereof.

3. I will be courteous and prompt in the handling of any and all claims for exchange and return and follow the procedures prescribed by Prime Direct Solutions from time to time in its official publications.

4. I will conduct myself in such a manner as to reflect only the highest standards of integrity, frankness and responsibility because I recognize that my conduct as a Prime Direct Solutions Distributors has far-reaching effects.

5. I will accept and carry out the responsibilities of a Prime Direct Solutions Distributor (and those of Sponsor and Direct Distributor), as set forth in official Prime Direct Solutions publications.

6. In my PRIME DIRECT SOLUTIONS product sales activities, and for the purposes of protecting the Prime Direct Solutions Sales and Marketing System, I will use only Prime Direct Solutions produced or Prime Direct Solutions authorized publications.

7. I will not engage myself in any activities which may cause bad reputation to Prime Direct Solutions or any Prime Direct Solutions products & services any offence performed by me may result in termination of my registration.

8. I as a Prime Direct Solutions distributor will present Prime Direct Solutions products and the Prime Direct Solutions sales & marketing system to all distributors in a very truthful and honest manner which is approved in official Prime Direct Solutions literatures.

9. I shall not give any impression by introducing myself as employee and manager or representative of Prime Direct Solutions nor use such technical word relating to this subject on their stationary or other printed matter.

10. I shall conduct myself in such a manner as to reflect only the highest standards of integrity, frankness & responsibility because I recognize that my conduct as a Prime Direct Solutions distributor has effect considerably on the consumer ultimately.

Place:-

Date:-

India) Pvt. Ltd.

Signature of Distributor

{..}* This is content to be filled by Distributor online and agreed by them online after verification.