

## Contract of Distributorship

Disclaimers: Please, note that Signature of Applicant and Co-Applicant on both pages are mandatory.

I/We hereby confirm that the the above information and details provided by us are accurate and correct and the documents sent are the documents that are in my/our name and eKhokhar.com would not be liable under any circumstances if any particulars or information provided by me/us is found incorrect.

I hereby declare that to the best of my knowledge and belief: -

All information given in this application is true.

ID Number:	
Applicant Full Name:	( First name ) ( Father's name ) ( Sur name )
Aadhar Card Number:	
Applicant DOB	( DD / MM / YYYY )
Applicant ID Card:	( Name will be printed on the issuing soft copy card )
Address Line:	
Address Line:	
Address Line:	
Address Line:	
Land Mark:	
City/Town/Village:	
Post Office:	
District:	
Pincode:	
State:	
Country :	
Home Phone:	
Office Phone:	
Mobile:	
Email:	
Bank Name:	
Bank Account Number:	IFSC Code :
Application Status:	Indian Resident Yes ( ) No ( )
Co Applicant Status:	Indian Resident Yes ( ) No ( )
Pancard Number:	
Copy of Cancelled	Pass book / Cheque book attached Yes ( ) No ( )
Copy of Id Proof:	attached Yes ( ) No ( )
Copy of Address Proof:	attached Yes ( ) No ( )
Previous distributor	Yes ( ) No ( ) from eKhokhar.com
Co-applicant / Spouse Distributor	Yes ( ) No ( ) from eKhokhar.com

I hereby declare that to the best of my knowledge and belief: -

All information given in this application is true.

Applicant Name:..... Co Applicant Name: .....

Applicant Sign: .....Co Applicant Sign: .....

I hereby declare that to the best of my knowledge and belief: -

All information given in this application is true.

This application and the supporting documents is sent on Date :        -        -        ( DD – MM – YYYY )  
and Time :                        :        ( Am / pm )

#### **Terms And Conditions**

These Terms and Conditions are to be read together with the Direct Seller Application (Form RD-01-ID, the "Application"). They become binding if and when eKhokhar.com, in its sole discretion, accepts the Application pursuant to Clause 2 here in and Section 3 of the Rules of Conduct for eKhokhar.com Distributors (the "Rules of Conduct" or the "Rules")

1. Definitions: (a.) Cooling Off Period: shall, subject to Clause 9, mean a period of 90 days from the date of acceptance of this Direct Seller application by eKhokhar.com within which period any new Direct Seller/Distributor shall be entitled to terminate this Contract without penalty from eKhokhar.com

(b.) Direct Seller: shall mean a person appointed by eKhokhar.com on a principal-to-principal basis through this Direct Seller Contract to undertake sale, distribution and marketing of eKhokhar.com services and to register Preferred Customers within the Territory. An eKhokhar.com Direct Seller may introduce or sponsor further levels of direct sellers and support them to build their direct selling business of eKhokhar.com services.

(c.) Direct Seller Contract: in accordance with Rule 2.1 of the eKhokhar.com Rules of Conduct shall mean and include the following: i. The Direct Seller Application Form RD-01-ID; ii. These Terms and Conditions forming part of the Direct Seller Application; iii. The eKhokhar.com Sales and Marketing Plan; iv. The Code of Ethics of eKhokhar.com Distributors; v. The Rules of Conduct for eKhokhar.com Distributors; vi. The eKhokhar.com, no refund Policy; and vii. The Quality Assurance Standards; as amended from time to time. eKhokhar.com may notify any such amendments on its website, [www.eKhokhar.com](http://www.eKhokhar.com)

(d.) Saleable: shall mean marketable, unused, not expired, not seasonal, discontinued or special promotional services.

(e.) Territory: shall mean the entire world

(f.) Effective Date: shall mean the date of submission of the duly filled Direct Seller Application, subject to Approval by eKhokhar.com, India

2. Distributorship / Direct Selling. eKhokhar.com appoints, as of the Effective Date, the individual(s) identified in the above Direct Seller Application, or if applicable,

the legal entity listed therein (the "Entity"), as a Direct Seller of eKhokhar.com services, and the Applicant(s) (here in after individually or collectively referred to as the "Direct Seller or Distributor") agree(s) to such appointment. As of the Effective Date and upon receipt of ordering information and completion of any required formalities, the Distributor may, on a non-exclusive basis, within the Territory as may be communicated by eKhokhar.com, and otherwise in accordance with the Direct Seller Contract, purchase eKhokhar.com Products from eKhokhar.com in order to sell, distribute and market the same, and also register Preferred Customers.

3. Duration: This Direct Seller Contract, shall 1 year and continue to renew is required to remain in full force unless terminated earlier by either Party with or without cause as given herein below in Clause 9.

4. No Employment Relationship: The Distributor hereby confirms that he/she/they has or have entered into this Direct Seller Contract as an independent contractor. Nothing in the Direct Seller Contract shall establish either an employment relationship or any other labour relationship between the Parties or a right for the Distributor to act as a procurer, broker, commercial agent, contracting representative or other representative of eKhokhar.com. When selling eKhokhar.com services, the Distributor shall operate as an independent vendor, acting in his/her/their own name, at his/her/their own responsibility and for his/her/their own account.

5. No Assignment: This Direct Seller Contract is intuited personae entered into on a personal basis, and neither this Direct Seller Contract nor any of the rights or obligations of the Direct Seller/Distributor arising here under may be assigned or transferred without the prior written consent of eKhokhar.com.

6. Representative(s): The Co-Applicant/Authorized Representative(s) acknowledge(s) that eKhokhar.com will deal exclusively with the Primary Applicant/First Authorized Representative in respect of all eKhokhar.com Business matters, and also pay commissions and/or any other incentives to and in the name of the Primary Applicant/Entity only.

7. Payments and Bank Accounts: eKhokhar.com will make all payments on account of commissions, discounts, etc. through bank transfer in favour of the Primary Applicant/Entity only as per the details provided in the Direct Seller Application or as may be updated by the Primary Applicant/Entity in writing from time to time. The bank account must be opened and operated in full compliance with Indian law, including with respect to applicable foreign exchange laws.

8. Obligations of Direct Sellers: (a.) The Distributor shall not sell any eKhokhar.com services for a price exceeding the Maximum Retail Price mentioned on the website of the eKhokhar.com (b.) The Distributor shall, throughout the validity of this Direct Seller Contract, strictly adhere to all applicable laws, regulations and other legal obligations that affect the operation of his/her/their business. The Distributor shall be responsible for obtaining any applicable registration, license, approval or authorization, a copy of which shall be provided to eKhokhar.com upon request. (c.) Direct Sellers for eKhokhar.com shall: i. always carry their identity card and not visit the consumers premises without prior appointment / approval; ii. truthfully and clearly identify themselves and state the purpose of solicitation to the prospective consumer and state the identity of eKhokhar.com, provide complete explanation and demonstration as well as description of the nature of services being offered for sale, provide details of prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service, complaint redressal mechanism etc.; iii. provide a bill and receipt to the consumer for orders placed; iv. subject to applicable legal requirements, maintain proper books of accounts in prescribed forms; (d.) Direct Sellers for eKhokhar.com shall not: i. use misleading, deceptive or unfair trade practices for sale or recruitment of prospective direct sellers; ii. Require or encourage other eKhokhar.com direct sellers to purchase eKhokhar.com services in unreasonably large quantities; iii. provide any literature and/or training material, not restricted to collateral issued by eKhokhar.com, to a prospective and/or existing direct seller which have not been approved by eKhokhar.com; iv. Require prospective or existing direct sellers to purchase any literature or training material or sales demonstration equipment. v. strictly adhere to, inter alia, the eKhokhar.com Code of Ethics and eKhokhar.com Rules of Conduct for eKhokhar.com Direct Sellers.

9. Termination of the Direct Seller Contract. The Direct Seller may without assigning any reason, after giving written notice to eKhokhar.com terminate this Contract with immediate effect and this contract would be terminated Automatically. A direct seller shall not be entitled to purchase eKhokhar.com services upon serving the notice. In addition to the above: (a.) eKhokhar.com may terminate this Direct Seller Contract forthwith in case: i. the Direct Seller violates the provisions of the Code of Ethics or the Rules of Conduct; ii. for reasons of non-performance of sales of eKhokhar.com services as per the targets defined from time to time, if any;; iii. for the breach of any provision hereof including but not limited to non-compliance to Rule 4.2.1 and Rule 4.10 of the eKhokhar.com Rules of Conduct;

iv. for the breach of Direct Selling guidelines published by the Government of India or any State Government; v. due to misrepresentation by the Direct Seller to any consumer or prospective Direct Seller; or vi. due to legal, regulatory or other developments that require material operational changes within the Territory, in which case eKhokhar.com may, if regulatory conditions allow, endeavor to restructure the contractual relationship with the Direct Seller on such terms and conditions as are then practical and legally permissible. (b.) eKhokhar.com shall also have the right to terminate this contract by giving 30 days notice in writing if the Direct Seller fails to make any purchase or sale of eKhokhar.com products or services for a consecutive period exceeding 12 months. eKhokhar.com may from time to time amend any of the

documents comprising the Direct Seller Contract through notice on its website, [www.eKhokhar.com.in](http://www.eKhokhar.com.in). If the Distributor does not agree to be bound by such amendment(s), he/she/they may terminate the Direct Seller Contract with immediate effect by giving a written notice to eKhokhar.com. Otherwise, the Distributor's continued relationship with eKhokhar.com constitutes an affirmative acknowledgment by the Distributor of the amendment(s), and his/her/their agreement to be bound by the same.

10. Severability. If any provision of these Terms and Conditions is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. Governing Law. The Direct Seller Contract and all questions of its interpretation shall be governed by and construed in accordance with the laws of the Republic of India, without regard to its principles of conflicts of laws. The Agreement is civil in nature and hence, it is to be governed and construed in accordance with the Indian Contract Act, 1872, the Code of Civil Procedure and other applicable laws of India.

12. Dispute Settlement. The parties shall endeavor to settle any dispute or difference arising out of or in connection with the Direct Seller Contract through mutual discussions within 30 days of such dispute arising. The Direct seller agrees that in the event it is not satisfied by any decision of eKhokhar.com, or in the event that any issue raised by the Direct seller has remained unresolved for a period of more than two months, and / or during the subsistence of this agreement or upon or after its termination, any issue or dispute that the Direct seller may have regarding the interpretation or operation of the clauses of this arrangement or any issues arising there from shall be referred to Grievance Redressal Committee set up by the eKhokhar.com. Any dispute, difference or claim remaining unresolved post reference to the Grievance Redressal committee discussions shall be submitted to binding arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be at Ahmedabad and the award of the Arbitrator shall be final and binding on all Parties. Subject to the above, courts at Ahmedabad shall alone have jurisdiction in relation to the Direct Seller Contract and matters connected here to.

13. Limitation on Liability. eKhokhar.com's liability, whether in contract, or otherwise, arising out of or in connection with this Direct Seller Contract shall not exceed the less 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 six-month period preceding the date of the dispute. By clicking here you agree to abide by the new Terms & Conditions.

#### ACKNOWLEDGEMENT

I/We hereby affirm that I/We are 18 years of age or older and are fully competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Terms and Conditions, and to abide by and comply with the same.

I/We acknowledge that I/We have thoroughly read this Terms and Conditions before submitting this and agree to abide by all of its provisions.

We may at any time revise these Terms and Conditions by updating the same on this website. All eKhokhar.com Direct Sellers are bound by any such revisions and should therefore periodically visit the eKhokhar.com web page to review the then current Terms and Conditions to which you are bound.

The applicant hereby states that the documents forwarded along with the application are not defamatory, threatening, obscene, harassing, or otherwise unlawful or illegal information or material of any nature, including text, graphics, video, programs or audio. Submitting material with the intention of committing or promoting an illegal act is strictly prohibited.

This Application Form and the Terms and Conditions are based on the inputs and information that the submitter has keyed in and submitted for the mentioned on the date and time as captured. The copy of the same and the copy of the documents submitted would be send by mail to the mail id that you have provided to us. In case of any discrepancy you are requested to contact us by writing to eKhokharservices@gmail.com

Applicant Name: ..... Co Applicant Name: .....

Applicant Sign: ..... Co Applicant Sign: .....

**Need to attach below documents of First / Co-applicant both with above application form signed :**

- 1 ) Aadhar card no with Self attested.
- 2 ) PAN card number with Self attested.
- 3 ) Passport photo on form with Self attested.
- 4 ) Bank cancelled cheque leaf / passbook front page / Bank statement with self attested.

To ,

**eKhokhar.com**

Block no. 3 or A-88, Ramzaan park – 3, Inside Gulzaar park gate no. 3

Opposite Hooda mosque, Sarkhej Juhapura main road, Fatehwaadi, Ahmedabad – 380055, Gujarat, India

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