

TALORE TROVE ATELIER OPC PVT LIMITED CONTRACT (Forming Part of the TALORE TROVE ATELIER OPC PVT LIMITED Form)

These Terms and Conditions of this contract are to be read together with the TALORE TROVE ATELIER OPC PVT LIMITED (the “Company”). They become binding if and when the Company, at its sole discretion, accepts the Company.

1. Definitions:

(a.) **“TALORE TROVE ATELIER OPC PVT LIMITED Contract / Agreement”** shall mean and include the following (including amendment, modifications and reenactment thereof):

- a) The TALORE TROVE ATELIER OPC PVT LIMITED Form read with the Terms and Conditions forming part of the TALORE TROVE ATELIER OPC PVT LIMITED;
- b) The Company’s Business Plan and Business Manual;
- c) The Code of Ethics for Independent Distributors;
- d) The Terms and Conditions for Independent Distributors;
- e) The 17 days’ Return and Refund (Buy back) Policy of the Company;
- f) The Return to Origin Policy;
- g) The Independent Business Owner License Transfer Policy;
- h) The Ministry of Consumer Affairs’ Guidelines, statutes, Acts and Rules published by Central / State Government; read with all other policies, as may be for the time being applicable and/or published by the Company.

The Company may publish, modify and update the aforesaid policies and documents on its website taloretrove.com

(b.) "Cooling-off Period" means initial 17 days’ period counted from the ‘Effective Date’ within which the TALORE TROVE ATELIER OPC PVT LIMITED may repudiate this Agreement without being subject to penalty for breach of contract;

(c.) “Effective Date”: shall mean the date of submission of the duly filled TALORE TROVE ATELIER OPC PVT LIMITED, subject to its approval by the Company.

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(d.) “Saleable”: shall mean marketable, unused, unwashed, with price tags intact and should not carry stains, sweat, detergent, or body odour, perfume along with undamaged packaging, not expired, not seasonal, discontinued or special promotional products.

(e.) “Territory”: shall mean Republic of India.

2. Distributorship / Direct Selling: Subject to approval on Company by the Company, the Company signs, as of the Effective Date, the applicant as a TALORE TROVE ATELIER OPC PVT LIMITED shall undertake to sell Company’s Products and shall become ‘Independent Distributor’ of the Company. Subsequent to the approval on Company, the Independent Distributor shall independently establish his business as ‘Independent Distributor’ of the Company by building a Sales Network of “TALORE TROVE ATELIER OPC PVT LIMITED” and is eligible for purchasing Company’s products for consumption or re-sale, in compliant transparent and ethical manner.

3. Duration: This Contract, shall remain valid and continue to remain in full force unless terminated earlier by either Party with or without cause as given herein below in Clause 8.

4. Policies on Product Return, Refund (Buy Back) and Return to Origin: The Independent Distributor fully understands the policies set by the Company for Return and Refund (Buy-Back) within 17 days from the date of invoice and Return to Origin of the products and all such cases of return, refund, buy-back etc. shall be dealt subject to the policies of the Company prevailing at the time of request for which the Independent Distributor undertakes to abide.

5. Assignment and Distributorship Transfer: This Agreement shall deem to be signed in personal capacity and neither this Agreement nor any of the rights or obligations of the Independent Distributor arising here under may be assigned or transferred without the prior written consent of Company. However, in case of death of the Independent Distributor, their distributorship may be transferred to the nominee registered by them with the Company subject to the provisions of License Transfer Policy.

6. Payments and Bank Accounts: The Company will make all payments on account of incentives, discounts, returns or refunds etc. through bank transfer in favour of and in the name of Independent Distributor as per the details provided in the TALORE TROVE ATELIER OPC PVT LIMITED or as may be used by him / her at the time of placing order with the Company, as the case maybe.

7. Obligations of TALORE TROVE ATELIER OPC PVT LIMITED:

7.1 The Independent Distributor shall not sell any Company’s Product for a price exceeding the Maximum Retail Price mentioned on the labels of the Company’s Products. Unless authorized by the

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Company in writing, the Independent Distributors shall not give, offer or extend any promotion or discounts on the Products of the Company;

7.2 The Independent Distributor shall, throughout the validity of this TALORE TROVE ATELIER OPC PVT LIMITED Contract, strictly adhere to all applicable laws, regulations and other legal obligations that affect the operation of his / her business. The Independent Distributor shall be responsible for obtaining any applicable registration, license, approval or authorization, to carry out the business as TALORE TROVE ATELIER OPC PVT LIMITED, copy of which shall be provided to the Company upon request.

7.3 TALORE TROVE ATELIER OPC PVT LIMITED for the Company shall:

- a) Disclose his / her conflict of interest at the time of entering with the contract with the Company or subsequently at the event of conflict of interest situation;
- b) Always carry their identity card and not visit the consumer's premises without prior appointment / approval;
- c) Truthfully and clearly identify themselves with their identity card, contact details and state the purpose of solicitation to the prospect;
- d) State the identity of the Company, provide complete explanation and demonstration of products its quality, type, cost and usage being offered for sale along with necessary details of prices, credit terms, terms of payment, RTO, after-sales service etc. and information of his/her rights to cancel the order and / or to return the Product (Buy Back) in saleable condition to avail full refund on sums paid;
- e) provide details regarding the complaint redressal mechanism, process of surrender of distributorship and outcome thereof.
- f) provide a bill and receipt to the consumer for orders placed;
- g) subject to applicable legal requirements, maintain proper books of accounts;
- h) Comply with the policies of the Company available at taloretrove.com or other website as may be communicated in future by the Company;

7.4 TALORE TROVE ATELIER OPC PVT LIMITED for the Company shall not:

- a) use misleading, deceptive or unfair trade practices for sale of any products to the Consumers or enrollment of prospective TALORE TROVE ATELIER OPC PVT LIMITED;

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- b) require or encourage other the Company TALORE TROVE ATELIER OPC PVT LIMITED to purchase the Company's Products or services in unreasonably large quantities;
- c) provide any literature and/or training material, not restricted to collateral issued by the Company, to a prospective and/or existing TALORE TROVE ATELIER OPC PVT LIMITED which have not been approved by the Company;
- d) require prospective or existing TALORE TROVE ATELIER OPC PVT LIMITED to purchase any literature or training material or sales demonstration equipment;
- e) avoid adherence of, inter alia, the Company's Code of Ethics and Conduct read with Terms and Conditions of the Contract for conducting his / her business of selling products;
- f) share personal login / password with any third-party, company or any other un-related individual or party whatsoever;
- g) utilize for his / her purpose or to achieve his target or otherwise, any sum, or amount of money or money value, given by any Prospect or other Independent Distributor(s);
- h) shall not indulge or involve himself or herself in the development of any mobile Company, website or otherwise and post or publish any misleading advertisement(s) inviting or offering any jobs, fixed income, salaries, accommodation or any other benefits, pecuniary or otherwise, for and on behalf of the Company or by using any name of the Company or any of its brand or trade name or other intellectual Property rights of the Company, whether existing or to be introduced in future.

8. Termination of the TALORE TROVE ATELIER OPC PVT LIMITED Agreement:

8.1 The Independent Distributor may upon written notice at its sole discretion repudiate / terminate this Agreement with or without assigning any reason, which shall result in cessation of the distributorship with immediate effect. Upon termination, refund to the Independent Distributor, if any, shall be dealt according to the prevailing policies of the Company after deduction of aggregate amount equivalent to all benefits, incentives, bonus etc., if any received by the Independent Distributor, attributable to the products returned on termination of this Agreement. The Independent Distributor shall also not be eligible to purchase Company Products in future.

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8.2 Additionally, the Company also reserves its exclusive right to terminate this Agreement forthwith without any liability whatsoever, in case:

- a) the TALORE TROVE ATELIER OPC PVT LIMITED violates the provisions of the Code of Ethics and Conducts read with Terms and Conditions;
- b) the TALORE TROVE ATELIER OPC PVT LIMITED involves in activities infringing the rights including intellectual properties right of the Company which includes display and sale of products of the Company through any other online or offline channels;
- c) the TALORE TROVE ATELIER OPC PVT LIMITED involves in any fraud activities including but not limited to cash dealing, online and offline posting on jobs, misrepresentation by the TALORE TROVE ATELIER OPC PVT LIMITED to any consumer, prospective TALORE TROVE ATELIER OPC PVT LIMITED or third parties;
- d) the TALORE TROVE ATELIER OPC PVT LIMITED involves in any activity(ies), directly or indirectly, which may cause damage to the reputation of the Company;
- e) for reasons of non-performance by the TALORE TROVE ATELIER OPC PVT LIMITED;
- f) Willful breach, negligence or non-cooperation in adopting any modification, amendment or discontinuation of existing business plan or future business decisions of the Company;
- g) due to legal, regulatory or other developments that require material operational changes within the Territory, in which case the Company may, if regulatory conditions allow, endeavour to restructure the contractual relationship with the TALORE TROVE ATELIER OPC PVT LIMITED on such terms and conditions as are then practical and legally permissible;

9. Governing Law: The provisions of this Agreement and all questions of its interpretation shall be governed by and construed in accordance with the applicable laws of India and courts of Durg shall have exclusive jurisdiction on every matters arising out of this Contract or otherwise incidental or connected therewith.

10. Relationship between the Parties: The Independent Distributor hereby confirms that he/she has entered into this Agreement as an independent contractor. Nothing in the TALORE TROVE ATELIER OPC PVT LIMITED Agreement shall establish either an employment relationship or any other labour relationship between the Parties or a right for the Independent Distributor to act as a procurer, broker,

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commercial agent, contracting representative or associates of the Company. It is understood by the Independent Distributor that he/she shall always operate as an independent contractor on principal to principal basis, acting in his/her own name, at their own responsibility while purchasing products from the Company.

11. Dispute Resolution Mechanism: The Independent Distributor shall approach to the Grievance Redressal Mechanism of the Company in case of any conflict or dispute with the Company within 30 days from the date of event. The Company shall provide adequate resolution within 45 days from the date of raising the grievance with the Company. Any dispute, difference or claim remaining unresolved post reference to the Company, dispute shall be submitted to sole arbitrator appointed by the Company under the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be at Durg and the award of the Arbitrator shall be final and binding on all parties.

12. Limitation of Liability and Disclaimer of Warranties: The Company's liability, whether in Agreement or otherwise, arising out of or in connection with this Agreement shall not exceed the lower of

(a) the invoice value of products purchased by the Independent Distributor during the one month preceding the date of the dispute; or

(b) actual damages or loss as may be assessed by the arbitrator or any other dispute resolution mechanism adopted by the Parties.

13. Waiver: No waiver of default under this Agreement unless made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

14. Severability: If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. Indemnification: The Independent Distributor shall indemnify, defend and hold harmless, Company and its officers, directors, employees and agents (collectively "**Company Indemnified Person**") to the fullest extent possible from and against any and all actions, suits, claims, proceeding,

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costs, losses, fines, fees, penalties, interest obligations, deficiencies, expenses, damages, judgments, amounts paid in settlement and expenses (including without limitation attorney's fees and disbursement) suffered by the Company Indemnified Person, relating to or arising out of any provisions of this Agreement, infringement of intellectual property rights of the Company or any other third party, or cheating, fraud by the Independent Distributor whether directly by him or through his sales network.

16. Amendment and Modifications: The Company reserves unconditional and exclusive right to amend, modify, discontinue, introduce its business plan, policy(ies) terms and conditions at any time without any notice and liability in lieu thereof.

Disclaimer: The original English version of this Policy, may be translated into other languages. The translated version is a courtesy and office translation only and no rights can be derived from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the English version and any other language version of these

Terms & Conditions, the English language version to the extent permitted by law shall apply, prevail and be conclusive.

By signing here, I expressly agree to be abide by the Terms & Conditions of this Contract.

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