

**IF I AM ACCEPTED AS A NEW DISTRIBUTOR, I UNDERSTAND AND AGREE THAT**

1. I am acting on my own behalf as an individual and that I am 18 years of age or older.
2. I have personally attended and received certification at a Company approved certification meeting or by a company authorized representative & that I have the ability and experience to carry out the obligations set out in this Agreement.
3. This is my first application request to the company. I have not signed any previous application with Artlife . If any previous applications are found, I fully understand that my first application to company will stand and all business may be transferred to it.
4. This application and the terms and conditions attached at Annexure "1" to this application shall constitute a binding Agreement between myself and Artlife at such time as this application is received and approved by Artlife and I agree to perform all the obligations under this Agreement in accordance with the terms of this Agreement or the instructions given by Artlife from time to time.
5. I am an independent non-exclusive contractor/distributor and not an agent, employee, partner or legal representative of Artlife for any purpose whatsoever. I will be responsible for my own business, and compliance of the Central, State and local statutes and regulations and all applicable laws, including, but not limited to, those relating to licensing and taxation. I am solely responsible for all payments for any goods or services supplied to me in the course of my business. I shall be liable to pay all applicable Central or State income taxes, including any employment taxes, Goods and Services Tax (GST) or tax deducted at source as applicable under law.
6. Artlife may, on its discretion, withhold direct and indirect taxes, from earnings payable to me under this Agreement, I recognize that my earnings are based on my performance of supervisory, distributive, selling or soliciting function in the safe and delivery of products and not on the number of hours worked or an element of chance.
7. There is no required minimum investment or minimum inventory requirement. All purchase shall be in reasonable quantities.
8. I have received and read Artlife company policies, procedures and marketing plain (Start Business with Artlife) and agree to abide by them. I agree to operate my business in accordance with the Company Policy. I understand that my acts, or lack of action, which may result in misuse, misrepresentation or violation of the Company Policy can cause the termination of my distributorship by Artlife without any payments of whatever nature and with immediate effect.
9. Artlife may at any time, after reasonable notice, change, amend add to, or modify this Agreement and/or its Company Policy to maintain a viable marketing system, comply with legal requirements and changes in the economic conditions, and I shall be bound by and shall operate my business in accordance with any such changes, amendments, additions or modifications.

10. I shall properly represent Artlife products and the Company Policy. All forms of advertising, including, but not limited to, audio and visual tapes and printed material, must be submitted and approved in writing by an authorized Artlife representative prior to its use.
11. All purchase orders will be completed only upon realization of full payment.
12. Artlife may cancel this Agreement at any time with immediate effect and without payment of any nature whatsoever, (i) if I am in breach of any of the terms of this Agreement and/or the company policy, or (ii) if I am responsible for any of the acts prohibited in the Company Policy, or (iii) in case of breach of any applicable laws, rules or regulations, or (iv) on the occurrence of any event evidencing the neglect or inability on my part to pay my debts when due to Artlife or (v) I have become bankrupt or insolvent or enter into liquidation or a receiver is appointed to my assets or (vi) if Artlife should for any reason arrive at the decision that I should not be continued as a distributor of Artlife.
13. Artlife will make its products available to me as a distributor and shall pay me various commissions as set forth in the Company Policy. As long as I am a distributor and not in violation of this Agreement, Artlife shall pay me for my successful sales efforts in accordance with the commissions established by the Company Policy.
14. I agree that the appointment of sub-representative by me will be subject to the final written acceptance and approval of Artlife of the sub-representative's application. I agree that this Agreement is personal in nature and cannot be assigned, sub-contracted or transferred, except in the event of my death the nominee assigned by me.
15. All disputes and differences arising between myself and Artlife shall be subject to the dispute resolution clause specified in the Company Policy.
16. This Agreement shall be governed by the laws of India and the Courts of New Delhi, India shall have exclusive jurisdiction over any dispute arising from this Agreement.
17. All terms and conditions set out in the Annexure "1" and the Company Policy shall be treated as if specifically set out in this Agreement and shall be fully binding on me.
18. I will conduct myself with the highest ethics and integrity. I represent that have never been convicted of felony or charged with crime immoral acts or dishonesty.
19. I have carefully read the book Start business with Artlife & welcome to Artlife

Signature of Applicant \_\_\_\_\_

## Annexure "1"

### Terms and Conditions

1. Intellectual Property - The Distributor agrees to use Artlife trademarks, trade names and logos relating to the products of Artlife (the "Products" only in the registered or agreed style in connection with the marketing and sale of the Products and shall not use such trademarks, trade names or logos in connection with any other products or services or as part of any corporate or any trade name. The Distributor recognizes and agrees that all intellectual property rights in or relating to the Products including the trademarks, trade names, logos, copyrights and patents ("Intellectual Property") are and shall remain the sole and absolute property of Artlife. The Distributor shall cease the use of the Intellectual Property from the time this Agreement shall have been terminated and shall not use or adopt any mark, name or logo deceptively similar thereto at any time thereafter and shall notify Artlife of any illegal or unauthorized use of and intellectual Property.
2. Title to the Products - The property in Products shall not pass to the Distributor until the price due in respect of such Products has been paid in full, provided nevertheless that the Distributor shall bear the risk of any loss or damage to or deterioration of the Products from whatever cause arising after delivery of the Products to the ex-warehouse/factory or other delivery point designated by Artlife as concerns a particular purchase order.
3. Purchase Order - Purchase order shall govern all purchases of Products by the Distributor from Artlife. Purchase orders shall be in such form and contain such contractual terms and conditions as Artlife may prescribe from time to time. Provided that should any conflict occur between a purchase order and this Agreement and/or company Policy, this Agreement and the company Policy will prevail. Artlife may amend purchase orders as it deems necessary or advisable without notice to the Distributor. All purchase orders must be accepted in writing by Artlife before they bind Artlife and Artlife shall be under no obligation to accept purchase order. Any acceptance of purchase orders shall be effective at the place of acceptance.
4. Resale of Products - The Distributor shall subject to applicable laws, regulations and policies, resell the product to customers at prices independently agreed upon between the Distributor and the customer. The Distributor shall not make any guarantee or representation or give any warranty in respect of the Products other than those contained in the applicable purchase order or as previously authorized by Artlife in writing. The distributor shall be responsible for any representation made without authorization from Artlife and shall indemnify Artlife from any claims and expense resulting from such unauthorized representation.
5. Expenses - The Distributor shall bear and pay when due all expenses incurred by the Distributor or by his/her employees in the performance of obligations imposed by this Agreement and Company Policy. The Distributor shall obtain at his/her own expense all necessary governmental permits, licenses and other requirements (if and when required) for the importation of the Products purchased by him/her and agrees to pay all charges, duties, fees, levies, tariffs, or taxes which are assessed against the Products by the government or agency thereof.

6. Confidentially - The Distributor shall not use or divulge or communicate to any person (other than as permitted or contemplated by this Agreement or with the written authority of Artlife or as may be required by law) any confidential information concerning the Products, customers, business, accounts, finances or contractual arrangements or other dealings, transactions or affairs of Artlife which may come to his/her knowledge during the continuance of this Agreement. This obligation shall continue after the termination or expiration of this Agreement.
7. Government Regulation - The Distributor shall not do any act or thing, or cooperate in the doing of any act or thing, which will cause a violation of the Indian export or import control regulations or any other applicable laws as then in force or amended. The Distributor shall be responsible for compliance with all applicable Central, State and local statutes and regulation, including, but not limited to, those relating to licensing and taxation and shall notify Artlife of any changes in the laws and regulations relating to the nature, method of manufacture, packaging or labelling of the products and taxation.
8. Limitation of Liability - The distributor agrees that under no circumstances shall Artlife or its affiliates be liable for any consequential, direct or indirect or incidental loss or damage howsoever caused or arising (including contract, negligence, strict liability or otherwise) from the quality, performance, merchantability, durability or fitness of the products, and all warranties, conditions and undertakings are hereby excluded.
9. Products List and Alteration to Products – Artlife may from time to time amend the list of Products by addition or deletion and may alter the specifications or designs of any Products. The Distributor shall not change or alter the Products in any manner without the prior written consent of Artlife.
10. Hold Harmless - The Distributor agrees to hold harmless and indemnify Artlife against any loss, damage or expenses, including reasonable attorney's fees, suffered by and any claims, suits or proceedings brought against Artlife which arise out of or in connection with the performance or failure of performance by the distributor of any covenants, obligations or responsibilities contained in this Agreement.
11. Force Majeure - Neither Party shall be liable for any loss or damage of any nature incurred as a result of any failures or delays in performance due to any cause or circumstances beyond its control. This includes, but not by way of limitation, any failure or delays in performance caused by any fire, act of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance authorities, compliance with the laws, orders or policies or any governmental authority.
12. Partial Validity - If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

13. Authentic Text - The authentic text of this Agreement is in English language and shall be controlling in the event of a question of interpretation or construction should arise. The English language will also provide the text of all day to day commercial communication between Artlife and the Distributor and if and when necessary, the Distributor will translate local language into English.
14. Notices - Any Notice required or authorized to be given hereunder, except for routine and typical documentation shall be served by certified letter or return receipt requested or by telex/facsimile addressed to Artlife or the Distributor (as the case may be) at the applicable address. Any notice so given by letter shall be deemed to have been served seven (7) days after the same shall have been posted, not including the day of posting, and any notice given by telex/facsimile shall be deemed to have been served on the day of sending the message, Proof that such letter was properly addressed and put into the post, and in the case of telex/facsimile, that the message was sent to the correct telex/facsimile numbers shall be conclusive evidence of service.

Notice required by this Agreement shall be addressed any other address as may be specified by either party by written notice to the other.

15. Entire Agreement - This Agreement including the Annexure “1” and Company Policy constitutes the entire Agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all previous Agreements, if any, in this regard between the Parties. Any modifications to this Agreement shall not be effective unless it is in writing and signed by a duly authorized representative of each Party.
16. Waiver - Failure by any party to exercise any of its rights under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance. Waiver by a party of any of the rights established herein shall not be considered as a waiver of another right established herein.
17. Headings - The headings of the articles, clauses and paragraphs of this Agreement are inserted for convenience only and shall not affect the construction of the terms of this Agreement.
18. While submitting the filled agreement form, no correction or overwriting should be done. If done, such forms will not be accepted.
19. Government issued Photo ID and address proof become “mandatory” documents along with the application form.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_