

Participant Direct Seller Agreement

THIS AGREEMENT (the "Agreement") is made on _____, by and between **SMART DIGITAL BAZAAR PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 2013 and having its registered office 403, Kalash Resi Vill - Ghuma, Tal- Dascroi, Ahmedabad 380058 (the "Company") and _____, a Company/ Individual, having office at [Address _____] (the "Participant Direct Seller").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Definitions

As used herein, the following terms shall have the meanings set forth below:

- A. "Services" shall mean the Company's services to be sold by Participant Direct Seller and such services as may be communicated by the Company in writing to the Participant Direct Seller from time to time (Explanation: products or services advertisement space for Vendor Agent).
- B. "Product" shall mean the Company's product to be sold by Participant Direct Seller and such product as may be communicated by the Company in writing to the Participant Direct Seller from time to time (Explanation: Discount coupon for Customer).
- C. "Territory" shall be allocated during time of engagement by the Company in writing to the Participant Direct Seller. Any change in "Territory" shall be communicated by the Company in writing to the Participant Direct Seller from time to time.
- D. Participant Direct Seller will have the title of "Participant Direct Seller."

2. Association

Company hereby associates with Participant Direct Seller as its non-exclusive Participant Direct Seller for the services and/or Product in the territory and Participant Direct Seller hereby accepts such Association. Participant Direct Seller's sole authority shall be to solicit customers for the services and/or Product in the territory in accordance with the terms of this agreement. Participant Direct Seller shall not have the authority to make any commitments whatsoever on behalf of Company.

3. General Duties

Participant Direct Seller shall use his best efforts to promote the services and maximize the sale of the services and/or Product in the territory. Participant Direct Seller shall also provide reasonable assistance to Company in promotional activities in the territory. Participant Direct Seller will assist the company by taking part in all promotional events, use the marketing inputs judiciously for maximizing orders for the company.

4. Reserved Rights

Company reserves the right to solicit/engage other Agents, Participant Direct Sellers directly from businesses within the territory. Participant Direct Seller's task is to solicit customers from all potential businesses in the territory.

5. Conflict of Interest

Participant Direct Seller warrants to Company that it does not currently represent or promote any Services and/or Product that compete with the Company's Services. During the term of this Agreement, Participant Direct Seller shall not represent, promote or otherwise try to sell within the Territory any Services and/or Product that, in Company's judgment, compete with the Services and/or Product covered by this Agreement.

6. Independent Contractor

Participant Direct Seller is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise, or (iii) allow Participant Direct Seller to create or assume any obligation on behalf of Company for any purpose whatsoever. Participant Direct Seller is not an employee of Company and is not entitled to any employee benefits. Participant Direct Seller shall be responsible for paying all income taxes and other taxes charged to Participant Direct Seller on amounts earned hereunder. All financial and other obligations associated with Participant Direct Seller's business are the sole responsibility of Participant Direct Seller.

7. Indemnification by Participant Direct Seller

Participant Direct Seller shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts of Participant Direct Seller or misrepresentation or breach of any obligations under this agreement.

8. Commission

A. Sole Compensation

The Company shall pay the Participant Direct Seller a commission at such rate as may be communicated by the Company in writing to the Participant Direct Seller, for whole or part of the services and/or Product hereto, based on the Maximum Retailing Price of the product as fixed by the company on every new order. This commission will be subjected to the relevant taxes as applicable. The Company reserves its right to revise the rate of commission from time to time and the same shall be intimated to the Participant Direct Seller in writing by the Company.

B. Basis of Commission

The Commission shall apply to all sales orders from customers solicited by Participant Direct Seller. (Customers defined as an individual or a company who have bought the product/services from the Participant Direct Seller for their own use.) No commissions shall be paid on (i) orders solicited directly by Company within the Territory; (ii) orders received from outside the Territory unless otherwise agreed in writing by Company. (iii) No commission will be paid to the Participant Direct Seller until 100% payment pertaining to the order is received. The company reserves the right to change the commission / prices on products as and when required.

C. Time of Payment

The commission on all PAID ORDERS shall be due and payable within ten (10) working days after the Participant Direct Seller raises invoices.

D. Monthly Statements

The Participant Direct Seller shall submit to the company the monthly statements of commissions due and payable to Participant Direct Seller under the terms of this Agreement.

9. Sale of the Services and/or Product

A. Prices and Terms of Sale

Company shall provide Participant Direct Seller with copies of its current market price and this is subject to change and the sole discretion of the same lies with the company, its payment schedules, and all Rules and Regulations and other material available for sales presentation and customer's information. Participant Direct Seller shall quote to Customers only those authorized prices, payment schedules, and terms and conditions as informed by Company.

The services and/or Product hereto will be delivered only after receipt of 100% payment pertaining to the order.

B. Acceptance

All requests for service and/or Product obtained by Participant Direct Seller shall be subject to acceptance by Company and all quotations by Participant Direct Sellers shall contain a statement to that effect. Participant Direct Sellers shall have no authority to make any acceptance or commitments to customers. Company specifically reserves the right to reject any request for service and/or Product hereto or any part thereof for any reason; Company shall inform Participant Direct Seller of any written acceptances on commissionable applications/orders.

C. Collection

Full responsibility for collection of payment from customers rests with Participant Direct Seller.

E. Buy-Back or Repurchase

Company will Buy-Back or Repurchase the goods or services sold by Participant Direct Seller within 30 days from the date of delivery of Service and/or Product by the consumer at the written request of Participant Direct Seller on justifiable ground.

10. Additional Responsibilities of Participant Direct Seller

A. Expense of Doing Business

Participant Direct Seller shall bear the cost and expense of conducting its business in accordance with the terms of this Agreement. This would include salaries for the staff of the Participant Direct Seller who are engaged in the business of selling the products of the Company, expenses related to communications, telecommunication, mailing, conveyance and business entertainment if required. The company will not entertain any re-imbusement on any expense made by the Participant Direct Seller other than the commissions.

B. Promotion of the Products

Participant Direct Seller shall make efforts to promote the sale of and stimulate demand for the Services within the Territory by direct solicitation. In no event shall Participant Direct Seller make

any representation, guarantee or warranty concerning the Services and/or Product except as expressly authorized by Company. The Company will take care of all online promotions on their website and ensure lead generations. Use of company logo, product logo, any advertising / promotion / marketing activity conceived originally by the Participant Direct Seller should be first approved in writing by Company before being implemented.

C. Customer Service

Participant Direct Seller shall inform and assist customers on Company's Services, and shall perform such additional customer services by e-mail, phone and fax, whenever needed, as good salesmanship requires and as Company may reasonably request.

D. Books and Record

Participant Direct Seller shall notify Company of any Customer's complaints regarding either the Services and/or Product or Company and immediately forward to Company the information regarding those complaints.

11. Additional Obligations of Company

A. Assistance in Promotion

Company shall, at its own expense, promptly provide Participant Direct Seller with marketing and technical information, training concerning the Services, brochures, instructional material, advertising literature, and other product data.

B. Assistance in Technical Problems

Company shall, at its own expense, assist Participant Direct Seller and customers of the Services in all ways deemed reasonable by Company in the solution of any problems relating to the Services and/or Product.

C. New Developments

Company shall inform Participant Direct Seller of new Products or Services that are competitive with Company's Products/Services and other market information and competitive information as discovered from time to time.

12. Trademarks and Trade-names

A. Use. During the term of this Agreement, Participant Direct Seller shall have the right to indicate to the public that it is an authorized Participant Direct Seller of Company's Services and/or Product. Nothing herein shall grant Participant Direct Seller any right, title, or interest in Company's Trademarks. At no time during or after the term of this Agreement shall Participant Direct Seller challenge or assist others to challenge Company's Trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of Company.

13. Non-Compete

For a period of [12 months] after the Participant Direct Seller is no longer in agreement with the Company, the Participant Direct Seller will not, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, distribute, sell, offer to sell, or solicit any orders

for the purchase or distribution of any products or services which are similar to those distributed, sold or provided by the Company.

14. Term and Termination

A. Term. This Agreement shall commence on the date first written above for a period of, in case of Customer Agent then it will be for 12 months and in case of Vendor Agent period will be for 6 Months unless terminated earlier as provided herein below.

B. Termination. Either party to this agreement shall have the right to terminate this agreement with or without cause with a thirty (30) days written notice to the other party.

C. Return of Materials. All of Company's trademarks, trade names, data, photographs, literature, and sales aids, customer related database of every kind shall remain the property of Company. Within five (5) days after the termination of this Agreement, Participant Direct Seller shall return all such items to company. Participant Direct Seller shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, Participant Direct Seller shall cease to use all trademarks, marks and trade name of Company.

D. This agreement will be reviewed by the company in case of Customer Agent then it is for 12 months and in case of Vendor Agent period will be for 6 Months. Any Participant Direct Seller not performing to the full satisfaction of the company in terms of securing new orders and company's policies is liable to be terminated

15. Limitation on Liability

In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures or commitments in connection with the business or goodwill of Company or Participant Direct Seller.

16. Confidentiality

Participant Direct Seller acknowledges that by reason of its relationship to Company hereunder it will have access to certain information and materials concerning Company's business plans, customers, technology, and products/services that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Participant Direct Seller agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by the Company.

Company shall advise Participant Direct Seller whether or not it considers any particular information or materials to be confidential. Participant Direct Seller shall not publish any description of the Products/Services beyond the description published by Company and without the prior written consent of the Company. In the event of termination of this Agreement, there shall be no use or disclosure by Participant Direct Seller of any confidential information of Company.

17. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of Republic of India. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Ahmedabad.

18. Entire Agreement

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification or amendment to neither this Agreement, nor any waiver of any rights under this Agreement to be done unilaterally and it shall be effective unless in writing signed by the party to be charged.

19. Notices

Any notices required or permitted by this Agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized overnight delivery service:

If to Company:

Smart Digital Bazaar Private Limited
403 Kalash Resi Vill - Ghuma, Tal- Dascroi,
Ahmedabad, Gujarat 380058

If to Participant Direct Seller:

[Participant Direct Seller]
[Address Line 1] [Address Line 2]
[City, State, Pin Code]

20. Non-Assignability and Binding Effect

A mutually agreed consideration for Company's entering into this Agreement is the reputation, business standing, and goodwill already honored and enjoyed by Company under its present ownership, and, accordingly, Participant Direct Seller agrees that its rights and obligations under this Agreement may not be transferred or assigned directly or indirectly. Subject to the foregoing, this Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and assigns.

21. Severability

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

22. Headings

Headings used in this Agreement are provided for convenience only and all not be used to construe meaning or intent.

23. Cooling-off period

Participant Direct Seller have cooling-off period of 30 days for termination of this agreement from the date of execution of this agreement for exit of agreement and scheme of Company.

Participant Direct Seller needs to inform the Company for exit of agreement and scheme of Company.

24. Redressal of Grievances

Complaints:

In case of any complaint/grievance, the Participant Direct Seller will have to inform in writing the Company. Participant Direct Sellers can raise complaint/grievance on the company website. The Company Officials shall immediately take up the matter for redressal.

Grievances Redressal Mechanism

All disputes in relation to the products and services shall be heard and disposed off within 45 days from the date of receipt of the complete details in respect of the grievance

Grievance Redressal – Contact Details

In case of grievances you may contact the Grievance Redressal Committee, please contact us in any of the following ways:

1. Redressal Officer : Mmber Name: Jay R. Patel
 Phone No.: 7043915226
 Email: jay@moneymediamarket.com
2. Redressal Officer : Member Name: Nailesh D. Mehta
 Phone No.: 7043915227
 Email: nailesh@moneymediamarket.com
3. Redressal Officer: Member Name: Ajay Vasudevhai Patel
 Phone No.:7990084192
 Email:ajay@moneymediamarket.com

You may send a written communication to our office at the following address:

Grievance Redressal Committee.

Address: 403, Kalash Resi Vill - Ghuma, Tal- Dascroi Ahmedabad, Gujarat 380058

Tel: 9375109322

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

For Company,

Smart Digital Bazaar Private Limited.
403 Kalash Resi Vill - Ghuma,
Tal- Dascroi
Ahmedabad, Gujarat 380058

For Participant Direct Seller

[Address Line 1]
[Address Line 2]
[City, State, Pin Code]

Date: 22.02.2019
Place: Ahmedabad