

## THE CONYBIO DISTRIBUTOR'S TERMS AND CONDITIONS

In consideration of the mutual terms and conditions contained herein, CONYBIO HEALTHCARE (INDIA) PRIVATE LIMITED and the applicant agree as follows:

1. I confirm that
  - i. I have attained the age of 18, prior to my application to CONYBIO, a division of CONYBIO HEALTHCARE (INDIA) PRIVATE LIMITED (THE COMPANY) and hereby submit my application to THE COMPANY for consideration and I also understand that my application is subject to approval by THE COMPANY.
  - ii. All information provided by me is true and correct.
  - iii. I understand that, as a new CONYBIO Distributor, I will be provided an Identity Card by THE COMPANY and I have to carry it along with me and produce my ID at any time I refer a Distributor to CONYBIO.
  - iv. As a new CONYBIO Distributor, I am encouraged to purchase any product in my own interest and promote the business in an ethical, efficient and productive manner with full knowledge of the company, products and the services offered.
  - v. CONYBIO Distributorship with The Company is for a lifetime
  - vi. I understand that, the number generated by the system on submitting my application will be my Independent CONYBIO Distributorship number.
2. Upon the acceptance of my application as an Independent CONYBIO Distributor. I shall be known as an Authorized Independent CONYBIO Distributor and shall be bound by all the terms, conditions, rules and regulations embodied in the Business Programme, of CONYBIO.
3. I shall not introduce and/ or promote any products or services not approved by THE COMPANY through the CONYBIO Distributorship.
4. My CONYBIO Distributorship cannot be sold, assigned or transferred to any person without the prior written consent of THE COMPANY.
5. I shall act only as an authorized independent CONYBIO Distributor and shall not act as an authorized representative, agent or employee of THE COMPANY in any transactions, nor have any express, implied or extensible authority to bind or make any express or implied representation, or warranty on behalf of THE COMPANY and is only authorized, during the tenure of my Independent CONYBIO Distributorship. My role as the Distributor of CONYBIO is only to promote THE COMPANY and its products to the public in accordance with the conditions stipulated in the prevailing Business System.
6. I shall not perform any functions and duties as an Authorized Independent CONYBIO Distributor, which will violate or contravene any statutory provisions, enactments, by-laws or statutory regulations for the time being, in force in India and shall hold THE COMPANY harmless and effectually indemnified from claims, actions, demands and proceedings, in the event of any breach of the terms herein and I shall not make any claims, representations, warranties or statements regarding THE COMPANY or its products except those facts, statements or representations printed in the official printed matters and literatures of THE COMPANY. If I am found to have acted in breach of the terms herein and have caused any loss or damage to THE COMPANY in any manner, THE COMPANY shall be entitled to claim a full and complete indemnity from me by way of legal proceedings and THE COMPANY shall be entitled to terminate my CONYBIO Distributorship forthwith without any compensation to me.
7. I understand that the products purchased by me as a CONYBIO Distributor is solely for my personal use only and not intended for resale.
8. If THE COMPANY comes to know that any CONYBIO Distributor breach any provisions of the CONYBIO Rules and regulations, then the Distributorship will be terminated immediately or a Show cause notice will be issued to the said

CONYBIO Distributor. In the event of Show cause notice is issued to a CONYBIO Distributor, the CONYBIO Distributor shall within 14 working days, should provide his written explanation relating to the allegations for consideration by THE COMPANY. In the event of the said CONYBIO Distributor failing to provide any written reply to the Show cause notice within the said period, the Distributorship will get terminated automatically.

9. If I decide to discontinue my CONYBIO Distributorship, I may submit my resignation at any time and for any reason, upon giving 30 days written notice to THE COMPANY.
10. The re-admission of resigned / terminated CONYBIO Distributors lies solely with the discretion of the Management.
11. I hereby authorize THE COMPANY to store and transmit the data on my application form in any manner they deem fit.
12. I agree that all Income due (if any) will be paid '*save and except*' if there is a court order restraining or prohibiting such payment.
13. I agree to limit my use of promotional materials to those which are made available for CONYBIO Distributor's use by the Company.
14. This agreement constitutes the entire agreement between the CONYBIO Distributor and THE COMPANY and no other promises, representations, guarantees or agreements of any kind shall be valid unless given in writing.
15. Neither THE COMPANY nor its CONYBIO Distributors will be held culpable for delays in performance caused by circumstances beyond the control of either party.
16. Only official product literature may be used in representing THE COMPANY and or its Marketing System. There are no exceptions to this requirement.
17. As a promoter of this system I will not make medical claims for any CONYBIO products, as suitable for the treatment of any specific ailment. Under no circumstances should CONYBIO products be likened to drug products prescribed for medical or ailment treatments.
18. I understand that THE COMPANY is following all guidelines issued by the respective Government's time to time.
19. For all purposes, only the English version will be taken as the official copy.
20. The Company shall deduct tax at source from the all income earned as per the rates prescribed under the Income Tax Act 1961.
21. I hereby undertake to pay all applicable taxes required by the law by the Government of India.
22. I understand that The Company Practices buy back policy allowing every consumer/distributor to return unsold Conybio products in its original condition and of merchantable quality within 30 days from the date of purchase.
23. This agreement shall be governed by the laws of the country and all claims, disputes and other matters between parties of this agreement shall be brought to the appropriate court of law of the country.
24. In the event of any dispute arising between the CONYBIO Distributor & THE COMPANY relating to any matter concerned with this Appointment or the subject thereof or in relation thereto and whether as to the construction or otherwise, the same shall be referred for Arbitration under the Arbitration and conciliation act 1996. The venue of arbitration shall be subjected to Chennai jurisdiction only.
25. Any modification with regard to Terms and Conditions made by THE COMPANY, as and when required may be notified and if not disputed, construed as accepted by me.
26. In order to maintain a viable marketing system and to comply with changes in applicable law, THE COMPANY shall be entitled to alter, modify, amend or change the Business Programme from time to time and I agree to be bound by all the terms, conditions, rules and regulations embodied therein for the time in force.
27. I acknowledge that I have read, understood and agreed to the terms set forth by the Company in this agreement and any future modification in the Terms.