THE APPOINTMENT AND UNDERSTANDING

- a. The CJ STORE WORLDWIDE PVT LTD upon scrutiny and verification of the Application may consider the Applicant as "Direct Seller" for Direct Selling the goods/ products of the CJ STORE WORLDWIDE PVT LTD. The CJ STORE WORLDWIDE PVT LTD Direct Selling shall be at liberty to accept or reject his/her application at its discretion.
- b. b. The Direct Seller shall enjoy the following privileges:
 - Incentive for effecting sale of goods /products of the CJ STORE WORLDWIDE PVT LTD as per marketing plan,
 - ii. No territorial restriction to sale the goods/products,
 - Search and inspect his/her account on website of the CJ STORE WORLDWIDE PVT LTD through his/her password awarded by the CJ STORE WORLDWIDE PVT LTD.
 - iv. Earnings of the Direct Seller shall be in proportion to the volume of sales done by the Direct Seller by self or through
- c. Registration is free for all. There is no bar on purchasing of products. The Direct Seller can purchase any product from the company to start the business.
- d. An individual, upon appending his/her signature at the bottom of these presents, shall be deemed to have accepted the terms and conditions stipulated herein and upon appointment after scrutiny of the application shall become the direct seller of the CJ STORE WORLDWIDE PVT LTD. Allotment of password and ID shall be construed as appointment as direct seller. The applicant hereby covenants that as under:
 - That he/she has clearly understood the marketing methods/plan, the compensation plan, its limitations and conditions and he/she is not relying upon any representation or promises that is not set out in these terms and conditions or other official printed or published materials of the CJ STORE WORLDWIDE PVT LTD.
 - ii. Relation between the CJ STORE WORLDWIDE PVT LTD and the Direct Seller and all his/her activities here under shall be governed in addition to this agreement, by the rules / procedure contained in the marketing plan, available on website. The Direct Seller confirms that he/she has read out all the terms & conditions thereof and agrees to be bound by them.
 - iii. Shall act as a freelance body and shall not commit any misfeasance or malfeasance to create any liability/obligation over the CJ STORE WORLDWIDE PVT LTD of whatsoever nature.
 - Direct Seller is not an Agent, Employee or any other Legal representative of the CJ STORE WORLDWIDE PVT LTD or its service providers.
 - v. Any payment received by the Direct Seller from any person declaring that the amount is being received for and on behalf of the CJ STORE WORLDWIDE PVT LTD shall not be deemed to be received by the CJ STORE WORLDWIDE PVT LTD. Direct seller is not authorized to receive any money for and on behalf of the CJ STORE WORLDWIDE PVT LTD.
 - vi. Direct Seller, hereby declare that all the information furnished to the CJ STORE WORLDWIDE PVT LTD are true and correct. CJ STORE WORLDWIDE PVT LTD shall be at liberty to take any action against the Direct Seller in the event, it is discovered that the Direct Seller furnished any wrong/false information to the CJ STORE WORLDWIDE PVT LTD.

GENERAL TERMS

- i. The CJ STORE WORLDWIDE PVT LTD may appoint any Third Party for Collection/distribution services. Direct Seller is required to visit the CJ STORE WORLDWIDE PVT LTD official website from time to time to know such appointment and avail facilities such as walk in to their outlets and make payment and collect valid receipt and products from them.
- ii. The Direct Seller will be eligible for facilitation fees or income, as per the volume of sale of Products/Business done by him, subject to the eligibility norms formulated by the CJ STORE WORLDWIDE PVT LTD from time to time. The CJ STORE WORLDWIDE PVT LTD does not guarantee/assure any facilitation fees or income to the Direct Seller on account of becoming just a mere "Direct Seller" of the CJ STORE WORLDWIDE PVT LTD.
- iii. Track ID has to be quoted by the Direct Seller in all his/her transactions and correspondence with the CJ STORE WORLDWIDE PVT LTD. The track ID once chosen cannot be altered at any point of time.
- iv. No communication will be entertained without unique ID and password. Direct Seller shall preserve the ID and Password properly as it is "must" for logging on to website.

- Commission/income to the Direct Seller shall be subjected to statutory deductions as applicable.
- vi. The CJ STORE WORLDWIDE PVT LTD reserves its right to withheld/block/suspend the Direct Seller in the event the Direct Seller fails to provide any details as desired by the CJ STORE WORLDWIDE PVT LTD from time to time including but not limited to Pan card details.
- vii. Processing charges and any other applicable charges will be deducted as per the CJ STORE WORLDWIDE PVT LTD's norms.
- viii. Direct Seller undertakes to adhere for policies, procedures, rules and regulations formed by the CJ STORE WORLDWIDE PVT LTD.
- ix. The Direct Seller shall be faithful to the COMPANY and shall uphold the integrity and decorum to the CJ STORE WORLDWIDE PVT LTD and shall maintain good relations with other Direct Seller and other clients also.
- x. CJ STORE WORLDWIDE PVT LTD reserves the rights to modify the terms and conditions, products, plan, business and policies with/without giving prior notice. Such notice may be published through the official website of the CJ STORE WORLDWIDE PVT LTD, and any such modification/amendment shall be applicable and binding unto the Direct Seller from the date of such notice.
- xi. In case of death or loss of contractual capacity of Direct Seller, his/her nominee or legal heir shall become the Direct Seller of the CJ STORE WORLDWIDE PVT LTD and he/she shall also abide by all rules and regulations, terms and conditions etc., in the same manner as original Direct Seller was being abide/ supposed to abide.
- xii. Direct Seller shall comply with all state and central government and local governing body laws, regulations and codes that apply to the operation of their business. Direct Seller must not engage in any deceptive of unlawful trade practice as defined by any central, state or local law or regulation.
- xiii. Direct Seller shall not manipulate the CJ STORE WORLDWIDE PVT LTD marketing plan or product's rate, C.V. etc., in any way.
- xiv. Direct Seller shall not send, transmit or otherwise communicate any messages to anybody on behalf of the CJ STORE WORLDWIDE PVT LTD otherwise than for authorization for the same.
- xv. Direct Seller and/or any other person is strictly prohibited to use Business Promotional Material, other than Business Promotional Material developed and/or authorized to develop by the CJ STORE WORLDWIDE PVT LTD.
- xvi. Direct Seller shall not use the CJ STORE WORLDWIDE PVT LTD trademark, logo type and design anywhere without written permission from the CJ STORE WORLDWIDE PVT LTD. This permission can be withdrawn at any time by the CJ STORE WORLDWIDE PVT LTD.
- xvii. All the arrangements, expenses, permission from local authorities, complying with rules of central and state government and local body is whole responsibility of Direct Seller for meetings and seminars conducted by Direct Seller.

c. PROHIBITIONS

The same of the same of

- Direct Seller or his/her relatives (relative means dependent son or daughter, father/mother, spouse) shall not engage in any activities of Multi Level Marketing of any other entity. If it is found then such Direct Seller shall be terminated.
- Direct Seller is prohibited from listing, marketing, advertising, promoting, discussing, or selling any product, or the business opportunity on any website or online forum that offers like auction as a mode of selling.
- ii. The Direct Seller hereby undertakes not to compel or induce or mislead any person with any false statement /promise to purchase products from the CJ STORE WORLDWIDE PVT LTD or to become Direct Seller of the CJ STORE WORLDWIDE PVT LTD.

d. DUTY AND CONFIDENTIALITY

Parties Shall:

Keep the Confidential Information secret and confidential and not disclose any of it to any person other than persons who reasonably need to know the same for the Purpose

e. SPECIAL

Not withstanding anything stated or provided herein, the CJ STORE WORLDWIDE PVT LTD shall have full powers and discretion to modify, alter or vary the terms and condition in any manner whatsoever they think fit and shall be communicated through official website or other mode as the CJ STORE WORLDWIDE PVT LTD's may deem fit and proper. If any Direct Seller does not agree to be bound by such amendment, he/she may terminate this agreement within 45 days of such publication by giving a written notice to the CJ STORE WORLDWIDE PVT LTD. Without submission of the objection for modification etc., if Direct Seller continues the Direct Selling activities then it will be deemed that he/she has accepted all modifications and amendments in the terms & conditions for future.

f. TERMINATION

CJ STORE WORLDWIDE PVT LTD may terminate this agreement for any reason not limited to;

Pursuant to the provision to the marketing plan.

- i. For reason of non-performance.
- ii. Any unethical and pre judicial work to the interest of the CJ STORE WORLDWIDE PVT LTD.
- iii. For the breach of any terms and conditions of this agreement and marketing plan.
- iv. Information given by Direct Seller found wrong/false.
- v. In convicted of an offence punishable by a prison term.
- vi. Is declared bankrupt.
- vii. Is not mentally sound to handle the business.
- viii. Migrate to other country.
- g. Termination of a Direct Seller means termination of
 - All rights and entitlements as a CJ STORE WORLDWIDE PVT LTD Direct Selling LLP's Direct Seller.
 - i. Personal information given on website.
 - ii. Identification as a CJ STORE WORLDWIDE PVT LTD Direct Selling Direct Seller.
 - iii. Right to go at any CJ STORE WORLDWIDE PVT LTD Direct Selling office and attend CJ STORE WORLDWIDE PVT LTD's meeting or seminars.
 - iv. Can register and operate One Distributorship only and a husband and wife can be sponsored only as a single distributorship.

The Direct Seller may terminate this agreement at any time by giving a written notice to the Company.

h. FORCE MAJEURE

The CJ STORE WORLDWIDE PVT LTD shall not be liable for any failure to perform its obligations where such failure has resulted due to Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, any type of redirection by Government (Central and / or State), Local Authority etc.

i. RECOURSE AND LEGAL APPLICABILITY

- The terms and conditions stipulated in the forgoing paragraphs shall be governed in accordance with the law in force in India. Disputes, if any, shall be subject to the exclusive jurisdiction of the courts in Delhi.
- i. If any dispute or difference arises out of or in relation to these presents, the same shall be referred to sole arbitrator appointed by the CJ STORE WORLDWIDE PVT LTD. Direct Seller shall not raise any objection, in case the Arbitrator so appointed by the CJ STORE WORLDWIDE PVT LTD is related/associated with the CJ STORE WORLDWIDE PVT LTD in any manner whatsoever. Arbitration in such event shall be conducted as per "Arbitration and conciliation Act, 1996" as amended from time to time. Venue of such Arbitration shall be in Delhi and the language shall be English. CJ STORE WORLDWIDE PVT LTD Direct Selling's liability, whether in contract, tort or otherwise arising out of or in connection with the agreement and/or relationship arising there from shall not exceed the lesser 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 Direct Seller during preceding six months of the date of dispute.