

Agreement for Appointment of Sales Promoter

THIS AGREEMENT made in this dau of between
Theasure Zone Gold Trading Pvt. Ltd.. a company having its registered office at of the
one part And S/D/o. R/o
..... (hereinafter
referred as Sales Promoter(s)) of the other part. AND WHEREAS the company is engaged in the business of trading, marketing, manufacturing, selling, distributing, whole selling,
retailing Gold & Silver Bars, Gold & Silver Jewellery, Diamond. Diamond Jewellery, Artificial Jewellery, Al types of Precious & Semi Precious Stones, Gem Stones etc, And WHEREAS
the Sales Promoter is desirous of selling, marketing, promoting the business & products of the company in the terms and conditions as under :

1. That the Sales Promoter(s) is not the employee, partner, legal representative or franchisee if the company Theasure Zone Gold Trading Pvt. Ltd..
2. That the Sales Promoter(s) is not authorized to incur any expense or create any debt for and in behalf of the company, nor to open or cause to open bank account with bank by or on behalf of/for or in the name of the company Theasure Zone Gold Trading Pvt. Ltd.. The Sales Promoter(s) will be solely responsible for bearing and paying all expenses or debts incurred by it for the conduct of the business of the company or for day to day operations besides bearing direct and indirect expenses incurred towards use/misuse/of the property/product/ service of the company.
3. The Sales Promoter(s) will introduce/refer such persons to Theasure Zone Gold Trading Pvt. Ltd.. who are in accordance with the operational directives of the company issued from time to time.
4. That the Sales Promoter(s) will and shall at all times comply with all central, state, municipal, local laws, ordinance, rules & regulations and shall in particular bear the statutory liability of income Tax, Sales Tax, Service Tax, and the like and the company shall and will in no way bear the liability or responsibility arising at any time for the same.
5. That the company carries the sole discretion to accept or reject any application for appointment as Sales Promoter(s) without assigning any reason. The Sales Promoter(s) will be responsible to regularly check the website of the company for any up gradations/amendments in the plan, scheme, products offered by the company and the company will not send any direct letter or communication nor use any other medium other than specified above for communication to the Sales Promoter(s). Further, it will be the duty & sole responsibility of the Sales Promoter(s) to keep the company informed (through registered letter only) for change of address, phone number, email id, bank details etc. or any information which is considered vital for the company.
6. That the Sales Promoter(s) should present the business, plans, products etc as set forth in the official literature of the company. The Sales Promoter(s) shall not offer any incentives, gifts other than as specified in the official brochure or out hold any promises to this effect or offer any other attraction to tempt/lure/instigate any person to join the business of Theasure Zone Gold Trading Pvt. Ltd..
7. That the company reserves the right to alter/change the consideration/commission/incentive structure of the Sales Promoter(s), to change the product and its varieties, rates, priced and terms & conditions from time to time and the same will be applicable to all Sales Promoter(s). Any such notice shall be deemed to have been served and received by Sales Promoter(s) at the same time as and when displayed/issued and it will be assumed that all Sales Promoter(s), agree to and would abide by such changes and undertake complete responsibility to stay abreast to such developments.
8. That due to any natural calamity/change in law, acts of god, riots, wars, strikes or any other unforeseen circumstances if the company is unable to perform its normal working than in such circumstances no claim in any form from any Sales Promoter(s) will be tenable/acceptable.
9. That the Sales Promoter(s) will not from any person accept any money directly (in cash) or issue receipt for sale of company's products or schemes in behalf of the company. The company shall not be responsible for any payments except for those made at the authorized cash counter at the Registered Office/Branch(s) Office if the company.
10. That the Sales Promoter(s) are required and hold the company harmless against all claims, expenses, liability made by them or by third party arising due to violation of the terms & conditions of the company. That I/We hereby authorized the company to deduct processing fees/changes, product coupon amount, reselling value, repurchase value etc. as per the rules, regulations, policies, procedures, sales plan etc. issued from time to time from my/our consideration/commission/incentive.
11. That the Sales Promoter(s) shall not use the trademark, patent of any other intellectual property/right of the company for any purpose other than promotion of the business (after prior written permission of the company)
12. That the Sales Promoter(s) for his work should be eligible for consideration/commission/incentive as per the rules, regulations, policies, procedures of the company (applicable from time to time and changes made therein) only through cheque. The company carries the exclusive right to terminate the Sales Promoter(s) without giving prior notice if the acts, deeds, actions etc of the Sales Promoter(s) are in violation of the company's rules, regulations, policies, procedures scheme as framed from time to time. On such termination the Sales Promoter(s) past, present & future rights/ entitlements (called by whatever name) related to consideration/commission/incentive from the company ceases to exist from such date of such termination. The company reserves the exclusive right for disposing off any benefits accruing in whatsoever name & nature of such termination Sales Promoter(s). In case of death of the Sales Promoter(s), the right and entitlements of Sales Promoter(s) will be as per the laws applicable in the country INDIA.
13. That the company deserves the exclusive right to change the business plan, products, schemes, consideration/commission/incentive structure etc. at any time without any prior notice. The rates of product offered by the company may vary with the commodity market fluctuations.
14. That I/We (Sales Promoter(s)) have clearly understood and been properly communicated about the business, products, plans, schemes, business strategies etc of and is offered by the company. I/We hereby give our consent to become the Sales Promoter(s) of the company Theasure Zone Gold Trading Pvt. Ltd.. Further I/We give my/our consent to terminate my/our sales promoter ship on violation of terms, conditions, policies, procedures of the company and allow and give consent to the company to deduct applicable taxes statutory dues, charges, processing fee (as applicable from time to time), penalties and the like from my/our consideration/commission/incentive accruing/arising to me/us from the company.
15. That the company shall charge minimum margin of 10% on the sale of its products, The consideration/commission/incentive structure of the Sales Promoter(s) shall be as per the scheme(s) issued by the company and any changes made from time to time. The company shall make such deductions from consideration/commission/incentive arising/accounting Sales Promoter(s) as per the rules, policies, and procedures of the company as amended from time to time.
16. That every Sales Promoter(s) shall cease to be the Sales Promoter(s) of the company immediately on the completion of twelve closing cycle or eighteen months (whichever is less) starting from the cycle where he was appointed as the Sales Promoter(s) of the company after which the Sales Promoter(s) Code shall be cancelled.
17. The Sales Promoter(s) shall be eligible for consideration/ commission/ incentive only on products purchased from Company's/Authorizes outlets. The product booking amount/part payment amount paid by the Sales Promoter(s) shall only be adjusted against the products of the company and shall in no case be refundable. Any unadjusted booking amount shall be forfeited by the company.
18. That company reserves the exclusive right to withhold consideration/commission/incentive payable to any Sales Promoter(s) in account of non compliance by the Sales Promoter(s) of any legal requirement in forces from time to time.
19. That the monies paid/payable to the company by the Sales Promoter(s) for sales/booking of company's products are non refundable and are only adjustable against the sales of the products of the company.
20. All the disputes are subjects to Jaipur Jurisdiction Only.
21. मैंने उपरोक्त विद्युत्. 1 से 20 तक वर्णित सभी नियम एवं शर्तों को अपनी भाषा में समझ लिया है एवं उनसे पूर्णतः सहमत हूँ उनके लिए बाध्य रहूँगा/रहूँगी।

Place : _____

Date : _____

Signature Sales Promoter(s)