**PRIVACY & POLICY OF COMPANY**

**I have read and understood the below terms and conditions mentioned in below and hereby unconditionally and irrevocably confirm the following:**

* I am providing my personal information and interested in enrolling myself as independent Distributor with Company and the Sponsor has agreed to use his/her FCID for the same.
* I confirm that I am well aware about the business opportunities with the Company where I can purchase the products in multiple tranches as per my own flexibility for self-consumption or resale.
* I am also aware that the Company is not providing any job to me and also understands that the Company deals in quality products by using direct selling strategy to promote and sale of its products through its Independent Distributors. I also understand that Company never provide any investment opportunity or offer guaranteed income or return.
* I understand that there is no joining, training or renewal fees and I have not paid any sum to anyone including the Company or any person on behalf of company on account of my joining, training, or renewal as an independent Distributor of Company.
* Decision to do business with Company is solely vested in me and by joining Company as independent Distributor I have not been forced, misled or coerced to make any purchase of the products.
* I understand that my appointment as independent Distributor of Company will be on principal to principal basis and I am aware that I am neither employee, an agent of Company nor any servent.
* I have been Provided with and I have undergone free Orientation Program which has provided fair and accurate information on all aspects of Company’s direct selling operations, about free joining, its incentives system, policies on Return and Refund within 7 days’, Return to Origin, expected business incentives and related rights and obligations as governed under the policies of Company read with the Guidelines of Ministry of Consumer Affairs, as amended or modified from time to time.
* I further understand that this application and any ensuing Company Distributorship upon acceptance of this application by Company shall be subject to the above Terms and Conditions, my Independent Distributor Contract and other applicable policies of the Company including the constituent documents as amended from time to time.
* I confirm and undertake to keep my details updated with the Company in case of any subsequent change in future.
* I understand and agree that my information provided in connection herewith shall be used in accordance with applicable laws in India.
* I have read and understood the business guidelines and code of ethics of the Company and I shall be abiding by them.
* I am signing this under my own free will and the information are true and correct.
* I agree to sign each page of the Form and Direct Seller’s Contract for sending it alongwith self-attested copy of AADHAR, Cancelled Cheque or Bank Passbook, to the Company at address mentioned on application form within 10 days from the date of sign-up.
* I am aware that the Distributorship with the Company shall be subject to receipt of complete Documents and successful verification. The Company reserves the right to reject the application for any reason and to terminate or revoke distributorship for any reasons including but not limited to provision of incomplete, inaccurate, false or misleading information.
* I hereby grant my consent to the Company for conducting e-KYC for authentication of my documents including AADHAR and PAN. By signing up, I expressly authorize the Company, which will override my DND registration, to send communications on my mobile.
* In Case of any dispute, the jurisdiction for the dispute will be at Panipat only.

## RETURN POLICY OF COMPANY

If any person/distributor etc placed online order and made the payment online in the account of the company, then he/she can ask for the refund of money from the company subject to following conditions:

* The person who placed the order and made the payment to the company is illegible for 100 percent refund within 2 days after payment and before raising the invoice and dispatching the goods.
* That after raising the invoice and dispatching the goods, the person who made a request for refund will be entitled for refund of 80% amount paid by him/her within 7 days from raising the invoice.
* That no person can ask for refund from the company after expiry of 7 days from placing the order with the company and also made clear that the company will not return the money or exchange the product.
* If any person made a request for return of his/money after receipt of goods within 7 days from pacing the order, he will return the goods to the company in unused and intact condition as delivered by the company, in case any discrepancy has been found in the goods, than the company will not accept the goods and company will not return any amount.

## PROMOTIONS OF DISTRIBUTORS FOR BUSINESS WITH COMPANY

1. The distributor having 20% (Fashion Franchise) distributorship in the company will have to refer for shopping other 4 people in the company on the same terms and conditions on which he had obtained at 20% distributorship in the company, he/she will explain about the terms and business plan of the company.
2. After shopping in the company by 4 persons referred by him/her, the distributor will become the FOUND FASHION PROMOTER in the company after shopping by 4 other persons referred by him/her.
3. The distributor having 29 % distributorship in the company will have to refer for shopping other 3 people in the company on the same terms and conditions on which he had obtained at 20% distributorship in the company, he/she will explain about the terms and business plan of the company.
4. After shopping in the company by 3 persons referred by him/her, the distributor will become the BUSINESS DEVELOPMENT OFFICER in the company after shopping by 3 other persons referred by him/her.
5. For promotion of Branch Manager , Business Development Officer or Found Fashion Promoter will make request to the company. Company after seeing his/her performance of sale etc will appoint him/her as Rank of Branch Manager. The company will have the discretion to promote the Found Fashion Promoter or from the Business Development Officer as Branch Manager.
6. Branch Manager will not pressurize any of the person for sign-up in the company without explaining him/her business policy of the company.
7. No sign-up or shopping will be done by Branch Manager on the false promise, false representation without informing him about the actual policy of the company.
8. Branch Manager will run the training centre of the company with full transparency, honesty and dignity.
9. Branch Manager will not keep any money with him obtained by him from any new person and will not take any money from any person in the name of the company on false representations. If he/she did so then he/she will himself/herself responsible for the consequences,
10. Branch Manager will maintain all the data of the training center of the company manually and will provide to the company whenever the company asks for.
11. Branch Manager will maintain the account for expenditure of the centre and provide the same monthly to the company.
12. Branch Manager will not keep the money of the company with him.
13. Branch Manager, Business Development Officer or Found Fashion Promoter will promote the business of the company.

## DISTRIBUTOR AGREEMENT AND TERMS & CONDITION

THIS DISTRIBUTOR ( Distributor, Agent , Customer ,Territory , Product ) AGREEMENT (this “Agreement”) is made and effective as of---------------Day of-----2021, by and between Founding Fashion & Techno Worldwide Private Limited registered office Mall Godown Road,Panipat-132103,Haryana (hereinafter called “Company”) and------------------------------------------------------------(“Distributor”).

**1. PREAMBLE**

1. Company manufactures and sells the Readymade Garments products details of which are available on the website of the company www.founding.co.in Distributor/------------/---------- desires to purchase the Products from Company and distributor desires to do the business with the company for purchase the products of the company for resale. Company desires to appoint Distributor as its exclusive distributor of the Products in the Territory, and Distributor desires such appointment subject to the terms and conditions set forth in this Agreement, including any exhibits or schedules attached hereto.
2. That the company is through website an only sells its product online. Company not deals in any type of cash transaction.
3. That the company will not provide any job or salary and commission to any person who sign-up with the company.
4. Company is a corporation, duly organized, validly existing and in good standing in [India], and is and will remain in compliance with all applicable laws and regulations in the conduct of its business and, specifically, in its sale of the Products.
5. Company has all rights, power, and authority to enter into this Agreement.
6. Company’s execution of this Distributor Agreement, and Company’s performance of its obligations and duties hereunder, do not and will not violate any agreement to which Company is a party or by which it is otherwise bound.
7. This Agreement is the binding legal obligation of each Party and is enforceable in accordance with its terms.

**2. AGREEMENT OF THE PARTIES**

**Appointment, Acceptance & Scope**

1. Exclusive Appointment. Subject to the terms and conditions of this Distributor Agreement, Company hereby appoints and grants Distributor the exclusive right to sell and distribute the Products to customers located in the Territory (the “Customers”) and to render other services as a distributor for Company as set forth herein. Distributor shall limit its activities with respect to the Products to Customers located within the Territory and refrain from selling or otherwise transferring, directly or indirectly, the Products to any person outside the Territory, without the express written consent of Company. Company shall not sell or otherwise supply, directly or indirectly, the Products in the Territory except by sale through the Distributor.

**3. TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS**

1. That the person who intent to do work/business with the company first sign-up with the company online individually or through company’s distributor or sponsor. Company will not charge any amount of sign-up, therefore the signup process in the company is free.
2. That after signup with the company the intending person will complete his/her profile by submitting his/her correct details i.e. name, age, father’s name, address, bank account etc.
3. That after completion of formalities mentioned in para (ii) company will generate his/her account in the company for online transaction etc.
4. No person below the age of eighteen years is eligible to sign- up or to do the business with the Company, if any person sign-up with the company by concealing his/her details i.e. age, address etc then company has right to block his I.D. without giving any notice to that person.
5. That after sign-up and submitting all his/correct details with the company than he/she is illegible for distributorship of the company.
6. That the person who sign-up with the company signed this agreement before doing business with the company after going through its contents as well as information available on the website of the company.

**4. PAYMENT**

1. Company gets all the payments only through net banking.
2. No Cash transaction is accepted by any person deal with the company.

**5. TERMINATION OF AGREEMENT**

1. None of the distributors having rank of Branch Manager, Business Development Officer or Found Fashion Promoter can leave the distributorship of the company without giving 3 months advance notice to the company.
2. Branch Manager, Business Development Officer or Found Fashion Promoter will provide the each details of the business did by them personally or through their ID to the company before termination of this agreement.
3. That after providing the complete details of business to the company and after satisfaction of the company they will obtain the no objection certificate from the company.
4. After completion of above formalities and by giving the No Objection certificate this agreement stands cancelled.
5. After leaving the distributorship of the company none of the distributor used any defamatory word in Public or through social media, if done so then the company has right to recover Rupees 15 Lakhs from them by filing the suit for recovery as well as deal with his/her as per law for is/her acts and misdeeds even after termination of this agreement.
6. That it is also important to disclose here that the distribution will gave advance notice of three months before leaving the distributorship.
7. If any of rank distributors leave the distributorship of the company without giving 3 months advance notice to the company, in that case he/she be liable to pay Fifteen lakhs to the company and company will have right to recover this amount through process of court or by withholding his/her discount.

**6. JURISDICTION**

1. That in case of any dispute arising out with respect to this agreement only Panipat courts has exclusive jurisdictions.

**7. RESPONSIBILITIES OF COMPANY**

1. That the company after receipt of online order will dispatched the goods within 2 days along with invoice to the distributor/person who placed the orders.
2. In case of any defect in the product delivered by the company, it shall be exchanged within 3 days from the receipt of goods.

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**8. CONFIDENTIAL & PROPRIETARY INFORMATION**

1. As used herein, the term “Proprietary Information” means any information, technical data, or know-how (including, but not limited to, information relating to products, software, services, development, inventions, processes, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by one Party (the “Disclosing Party”) to the other (the “Recipient Party”) either directly or indirectly in any form whatsoever, including, but not limited to, in writing, in machine readable or other tangible form, orally or visually.

**9. DURATION & TERMINATION**

1. **Effective Date and Duration:-**This Agreement shall become effective on the date first written above and shall continue in effect for a period three years.
2. **Distributor Option to Renew:-**Distributor shall have the option to renew this Agreement for an additional year/period by providing prior written notice to Company within 30 days of the end of the initial period of this Agreement.
3. **Termination:-**Either Party may terminate this Agreement prior to its expiration upon the occurrence of either of the following:
	* The other Party fails to perform any of its obligations hereunder and fails to correct such failure within 30 calendar days after receiving written demand therefore from the non-breaching Party, specifying the failure in sufficient detail for the breaching Party to correct such failure; provided, however, that upon a second breach of the same obligation by such Party, the other Party may forthwith terminate this Agreement upon notice to the breaching Party.
	* None of the distributors having rank of Branch Manager, Business Development Officer or Found Fashion Promoter cannot leave the distributorship of the company without giving 3 months advance notice to the company.

**9. INDEMNIFICATION**

* Each Party shall indemnify, hold harmless and defend the other Party (“Indemnified Party”) and its officers, directors, agents, employees, and affiliates, from and against any and all claims, demands, actions, costs, expenses, liabilities, judgments, causes of action, proceedings, suits, losses and damages of any nature, which are threatened or brought against, or are suffered or incurred by, the Indemnified Party or any such person to the extent caused directly by acts or omissions of the Indemnifying Party relating to this Agreement, including without limitation (i) any negligent or tortious conduct, (ii) any breach of any of the representations, warranties, covenants or conditions of the Indemnifying Party contained in this Agreement, (iii) any violation of applicable laws or regulations, (iv) infringement or violation of any patent, copyright, trade secret, or other proprietary interest of any third party, and (v) any breach of any express or implied warranties relating to the Products, including implied warranties of merchantability and fitness for a particular purpose.

**10. LIMITATION OF LIABILITY**

* IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR PURCHASE OR USE OF THE PRODUCTS.

**11. FORCE MAJEURE**

* Neither Party shall be held liable for any failure to perform that is due to any cause or circumstance beyond the reasonable control of such Party, including without limitation a demand for such Products and other products manufactured by Company which exceeds Company’s ability to supply them, earthquakes, fire, accidents, floods, storms, other Acts of God, riots, wars, rebellions, strikes, lockouts or other labor disturbances, national or international emergencies, failure to secure materials or equipment from usual sources of supply, failure of carriers to furnish transportation, government rules, regulations, acts, orders, restrictions or requirements or any other cause or circumstance beyond the reasonable control of such Party. No such inability to deliver or delay in delivery shall invalidate the remainder of this Agreement.

**12. TRADEMARKS**

* Distributor shall not dispute or contest for any reason whatsoever, directly or indirectly, during the term of this Agreement and thereafter, the validity, ownership or enforceability of any of the trademarks of Company, nor directly or indirectly attempt to acquire or damage the value of the goodwill associated with any of the trademarks of Company, nor counsel, procure or assist any third Party to do any of the foregoing. Distributor will not institute any proceedings with respect to the trademarks of Company either in Distributor’s own name or on behalf of Company without express written permission of Company. Distributor shall assign to Company, without charge, any rights in the trademarks of Company that may inure to the benefit of Distributor pursuant to this Agreement or otherwise. Distributor shall execute any documents or do any acts that may be required to accomplish the intent of this Section.

**13. GENERAL PROVISIONS**

* **Amendments** This Agreement may be amended only by a writing signed by each of the Parties, and any such amendment shall be effective only to the extent specifically set forth in such writing.
* **Governing Law** This Agreement is a contract under the laws of the India [State] and for all purposes shall be governed by and construed in accordance with the substantive laws of the India without regard to its principles of conflicts of laws provisions.
* **Disputes** The Parties shall seek to resolve any dispute, controversy or claim arising out of or in connection with this Agreement, including without limitation, any dispute regarding the enforceability of any provision, through good faith negotiations between them within [Days of notice of dispute] days of any notice of dispute being served or such longer period of time as may be mutually agreed between the Parties. If the Parties are unable to resolve the dispute within this timeframe, and one or both parties one or both parties desire to pursue the dispute, the complaining party must approach the court.
* **Entire Agreement** This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors and permitted assigns.
* **IN WITNESS WHEREOF,** this Agreement was signed by the Parties under the hands of their duly authorized officers and made effective as of the date first written above.
1. **Assignment -:** This Aggrement may not be assigned by either party without the written consent of the other.

**Founding Fashion and Techno Worldwide Pvt Ltd**
**Distributor
Witnesses: 1........................ 2....................**

## BUSINESS PLAN OF THE COMPANY

That the person who sign-up with the company has two business plan for business with the company

* **20% DISTRIBUTORSHIP**
* **29% DISTRIBUTORSHIP.**
1. For obtaining the distributorship for 20% discount from the Company, distributor will purchased the goods worth Rs. 5,000/- (Rupees Five Thousand ) online by placing the online order with the company on his/her own after going through the information/condition available with the company. He/she is free to contact the customer care of the company for any query.
2. For obtaining the distributorship for 29% discount from the Company, distributor will purchased the goods worth Rs. 20,000/- (Rupees Twenty Thousand ) online by placing the online order with the company on his/her own after going through the information/condition available with the company. He/she is free to contact the customer care of the company for any query.
3. Distributor or the person who sign-up with the company will purchase the goods from the company after going through the information/conditions available on the website of the company. Distributor can call to the customer care of the company for any query before the shopping.
4. That the company will generate the invoice in favour of the distributor after receiving his/her order and payment through online.
5. That no cash transaction is permitted in the company, therefore distributor will pay the shopping amount as per invoice raised by the company by making the online payment into the account of the company.
6. Any person or any Fashion Franchise , Branch Manager, Business Development Officer or Found Fashion Promoter of the company obtains any money in cash or in his/her account by misguiding any person, The person who gives the amount in cash or in the bank account of any person of the company, he/she will inform the company immediately.
7. That after receipt of complaint or information about the transaction mentioned in above said clause 2 and if found true than the person who obtained the money in cash or in his/her bank account, he/she shall return the amount to the person or to deposit the same in the bank account of the company immediately, failing which the company has right to recover the amount through process of law or individual from whom money was obtained fraudulently has right to take action against him in which company has no role to play.
8. After receiving the amount, company will supply the goods through courier at the address given by him/her at the time of placing online order.
9. If any person after getting the distributorship of 20% and 29% wants to continue the further business with the company, then he will promote the products of the company by explaining about the correct details of product and policy of the company.
10. That the distributor will keep the full transparency while doing the marketing of the products of the company and he/she will not sell the products of the company by making false promises.
11. If any persons do not know as to how read and write English then the distributor before dealing with him/her will explain the policy of the company in Hindi language.
12. If any of the person or distributor connects any person with the business of company on the false promise or misleading him, or he sells the company's products against the policy of the company for which company received the complaint or company came to know about the same, then the company will inquire about this and it will be found true in the inquiry conducted by the company then he/she shall return the amount on his/her own to the person to whom he/she made false representations for connecting him in business of the company.
13. In case of any false representations by any of the person connected with the business of the company, company has right to lodge complaint against him or the person with whom any person connected with the company played a fraud then such person can make the complaint to the concern Police Authorities against him at the head office address i.e Panipat.