

## Solar Advisor/Distributor Contract Agreement

This is been agreed and accepted electronically & online by and between the executing parties (Herein after mentioned and referred as Solar Advisor/Distributor and the Direct selling Entity as Suncity Solar which expressions shall mean and include their respective legal heirs, assigns, successors, administrators and undertakers).

This Contract is construed in accordance with the model of Direct Selling Guidelines issued by the Government of India, Ministry of Consumer Affairs, Department of Consumer Affairs vide F.No. J-10/09/2018-CPU Dated 28 December, 2021 read with Indian Contract Act 1872 and supersedes any prior terms and conditions, discussions or contract between the company and the Solar Advisor/Distributor in accordance with the Consumer Protection (Direct selling) Rules, 2021 (Herein after referred to as the Rules)

Whereas the Solar Advisor/Distributor has voluntarily out of his/her own accord, sweet will and without any coercion whatsoever, mental or physical, offered to join the Direct Selling Network business of the Direct selling entity named Shree Chandramangal Suncity Marketing Private Limited (Registered under the Companies Act, 2013) having its Registered Office at 3rd Floor, Ayushi Towar, Main Pal Road, Jodhpur – 342001 assigns of the one part herein after called as **First Party**

And

Whereas the Direct Selling Entity is engaged in “Direct Selling Business” which means marketing, distribution and sale of goods or providing of services through a network of Solar Advisor/Distributor as per its prescribed Suncity Solar Compensation Plan (Which may be read as part or partial of this agreement as the same is not being reproduced here for the sake of brevity) not falling under the pyramid or any kind of Money circulation scheme.

And whereas the Solar Advisor/Distributor , along with his/her KYC particulars therein has, after being explained all the provisions of the said Suncity Solar Compensation Plan, products and services details and the present E-contract Agreement in the vernacular language known to him/her is duly ascertained and satisfied by visiting the Direct selling entity’s website [www.suncitysolar.in](http://www.suncitysolar.in), has voluntarily offered to join the business of the Direct selling entity and resolved to enter into this E-contract agreement, hence this deed is bee assigned by the party/parties, hereby called as the **Second party** or Solar Advisor/Distributor .

### **Definition :- In this Contract**

- **"Solar Advisor/Distributor (s)"** - Shall mean a person who has accepted the contract to undertake Direct Selling Business of Suncity Solar and avail the financial or non-financial benefits.
- **“Sponsor”**- Sponsor shall mean an existing independent distributor who introduces a new customer to be an independent distributor of Suncity and whose name appears on the application form as the Sponsor.
- **“Sales Volume (SV) , Repurchase Sales Volume (RSV) & Business Volume (BV) ”** - Shall mean the value on which the incentives will be calculated on sold Products and Services as per Suncity Solar Compensation Plan.



## **NOW THERE FORE THIS DEED COVENANTS AS UNDER:**

1. The Direct selling entity hereby covenants that it is fully compliant to the Consumer Protection Act, 2019, Consumer Protection (Direct Selling) Rules, 2021, Legal Metrology (Packaged Commodities) Amendment Rules, 2022, E-commerce Rules, 2020 and all other Rules and laws applicable to an Indian Direct Selling Entity.
2. The Direct selling entity assures and the Solar Advisor/Distributor agrees :-
  - a. That this E-contract agreement has no provision that a Solar Advisor/Distributor will receive remuneration or incentive for their recruitment/enrolment of new participants.
  - b. That it does not require a participant to purchase goods or services for an amount that exceeds the amount for which such goods or services can be expected to be sold to consumers.
  - c. That it does not require a participant to pay any entry /registration fee / subscription fee, cost of sales demonstration equipment and materials or other fees relating to participation in the Direct selling entity's Direct selling business.
  - d. That it has as curtailed from the Suncity Solar Compensation Plan provided by the Direct selling entity (The same may be read as part or partial of this E-contract agreement as the same is not being reproduced here for the sake of brevity), the stipulated amount of any or all types of Incentives, rewards, etc. including financial and non-financial benefits payable to the Solar Advisor/Distributor are calculated only and only on the basis of effective sale, marketing and distribution of Products and Services and in no way on the basis of recruiting/sponsoring/introducing another Solar Advisor/Distributor .
  - e. In the event of any discrepancy between terms of this Contract and the Suncity website, the terms of this Contract shall prevail. You agree that you shall not be entitled to register with more than one Account on the Website for any reason whatsoever. You and your wife are considered as a single entity. In the event Suncity has a reason to believe that you or any person on behalf of you has activated more than one Business Operation Centre (BOC), this Contract shall forthwith be deemed to be terminated. In the event this Contract is terminated for only reason whatsoever, the Solar Advisor/Distributor shall not be eligible to apply for a position as a solar advisor/distributor, for a period of 6 (Six) months from the date of termination or for such period as Suncity may in its sole discretion decide.

## **DSA KYC- ONE PAN – ONE ID**

The details of Solar Advisor/Distributor Shall include and not be limited to verified proof of address, proof of identity and PAN. Suncity Solar follows the rule of one direct selling entity- one PAN number and vice versa. Accordingly, one PAN number can be attached only with one entity. Any Solar Advisor/Distributors cannot become Solar Advisor/Distributors once again during the activeness of his business entity.

3. The direct selling entity remains active for **30 Days** from the date of transaction (either purchase or incentive/remuneration from Suncity Solar). **After 30 Days of in-activeness**, the entity stands as hold. (In-activeness here by means that the Solar Advisor/Distributor is not been using his UIN)

If in-activeness of the Solar Advisor/Distributor will remain the same in aforesaid condition for more than 90 Days his/her unique identification number (user ID) will automatically be dormant. The in-activeness of the Solar Advisor/Distributor will remain continue for more than 90 days than the user Id will automatically freed for which the Solar Advisor/Distributor has to contact personally to the authorized person of the company .



4. **Upgrade Policy:** The Direct Selling entity agrees to allow to upgrade the goods within 30 days of purchase of products and services.
5. That the Solar Advisor/Distributor herein agrees that the direct selling entity has established a “Grievance Redressal Mechanism” for consumers and Solar Advisor/Distributors to redress their grievances and complaints, annexed herewith which may be read as part and parcel of these covenants as the same is not being reproduced here for the sake of brevity.
6. The Direct selling entity herein does not require, invite or solicit a Prospect or a would-be Solar Advisor/Distributors to invest money in any form whatsoever to participate in its Direct selling business. The Solar Advisor/Distributor shall however be required to bear the cost of Products and Services purchased by him/her and does not include any provision that the Solar Advisor/Distributor herein will receive compensation for the recruitment of other participants to participate. That he/she will receive incentive derived only and only from the sale, marketing and distribution of Products and Services, in accordance with the Suncity Solar Compensation Plan provided as prescribed by the Direct selling entity, to which the Solar Advisor/Distributor here by agrees to whole of this covenant in letter and spirit.
7. That the Direct selling entity will provide all support to the Solar Advisor/Distributor in delivery of the Products and Services through Franchisee/Pick-up centers/Company Outlets/ Available Courier/Transport or any other Logistics Service for maintaining effective support system.
8. The Solar Advisor/Distributor do not require to pay any kind of entry/registration fee, cost of demonstration equipment’s and materials or other fees relating to participation; Furthermore no registration fee is charged by the direct selling entity and all amounts paid to the Solar Advisor/Distributor is only towards the purchase of the goods and services exclusively.
9. That by accepting the Offer of the Solar Advisor/Distributor herein the direct selling entity requires him/her to do and complete the following steps. An Individual/ Firm/entity eligible to enter into a contract as per the provisions of the Indian Contract Act, 1872 and wish to become a Solar Advisor/Distributor of the Direct selling business of the entity herein, can apply to become a Solar Advisor/Distributor for marketing and selling of Direct selling entity’s products and services on pan India basis, in prescribed form through online/offline method.
  - a. Fill the application form online and upload scanned KYC documents.
  - b. Accept the terms and condition of this E-contract agreement by clicking on “I AGREE” button below by confirming One Time Password (OTP) through registered number.
  - c. On the completion of the above process, the Solar Advisor/Distributor can take a printout of this agreement.
  - d. Upon the execution of this agreement and after the verification of all the KYC documents uploaded through the above process, the applicant shall be accepted as a Solar Advisor/Distributor of the Direct selling entity’s business and a Unique Identification Number and password shall be allotted to the applicant, to allow him / her to log on to access his/ her own personal account maintained by the company on its website.
  - e. That the Solar Advisor/Distributor shall submit the following self-attested documents in hard copy to the Direct selling entity **within 7 days** from the date of execution of this Agreement (Including the acceptance of terms of this agreement) already accepted and agreed upon by clicking on “I AGREE” button at the bottom of these presents (agreement) by confirming One Time Password (OTP) through registered number.
  - f. Your KYC should be submitted to head office within 15 (Fifteen) days period, otherwise the form shall be deemed to be terminated and your Business Operation Centre shall automatically stand terminated without any further liability on Suncity. Further Suncity may reject the application, in whole or part for any reason, at its discretion, including but not limited to the application containing incomplete, inaccurate, false or misleading information. Any alteration or

modification of the contract will be subject to rejection. For the avoidance of doubt, this contract shall be effective and valid from the date of acceptance of the Application Form by Suncity.

- g. That the Direct selling entity upon scrutiny and verification of the Application and KYC particulars may re-consider its decision and reject application of the Solar Advisor/Distributor herein, to which the Solar Advisor/Distributor hereby agrees. The Direct selling entity shall have sole discretion and shall be at liberty to reject his/her direct selling unique ID number, if the KYC and other documents in hard/soft copy are found unsatisfactory, mollified. Forged or not conforming to Government guidelines prescribed for this purpose.
  - h. That the KYC shall include but not limited to verified proof of address, proof of identity, and PAN as per the provisions of the Income Tax Act, 1961, as follows, duly issued by the Government of India or a State/UT government.
    - i. Aadhaar Card
    - ii. Voter ID Card
    - iii. Passport
    - iv. Ration card
    - v. A Self- attested cancelled cheque/ bank statement bearing Account Number & IFSC Code.
    - vi. Any other identity document issued by the State/UT or Central Government which can be verified online.
    - vii. Additional Documents required for Applicant in case of a company or firm:
      - 1. CIN or Registration Certificate, MOA & AOA or Partnership Deed, as the case may be;
      - 2. PAN, GSTIN, FSSAI (wherever applicable)
      - 3. List of Directors / Partners of the applicant entity
      - 4. Board Resolution / Authorization in favor of the Director / Partner signing and executing this E-Contract agreement and Application.
  - i. He/she shall not be an employee or agent of Suncity or in any partnership relationship with Suncity or any other labor relationship with Suncity.
  - j. He/she shall act as an solar advisor/distributor on his/her own name at his/her own responsibility for his/her account while purchasing and selling Suncity products.
  - k. He/she shall not sell any Suncity product for price more than Maximum Retail Price (MRP).
  - l. He/she will understand the product cost or any of it is non-refundable after bill generation. The Company's liability is limited to replace any defective material, as its own cost, if found and reported within 24 hours of delivery, via email to designated email ID of the Customer Care department or returned to Suncity Office or closest distribution center.
  - m. The solar advisor/distributor agrees that his/her decision has been made directly by him/her and not under any influence. Before starting his/her relationship with Suncity he/she has read and understood all information given on the website.
  - n. Suncity will deal exclusively with the solar advisor/distributor himself in respect of all business matters and will make all payments on account or return or refund through Bank transfer/ account payee cheque drawn in favor of the solar advisor/distributor .
  - o. He/she cannot transfer this contract or any of the right or obligations arising out of it to anybody else without prior written consent of Suncity.
  - p. He/she shall provide bona-fide supervision and training to downline solar advisor/distributor including on-going contact, communication, encouragement and support.
  - q. He/she shall be personally liable for all kind of taxes, via or any other government dues, levies or statutory liabilities arising due to any Earning/Income from Suncity.
10. The Solar Advisor/Distributor herein declares that he/ she / they has/have not been declared a bankrupt by a competent court of law as provided under clause (3) of section 79 of the Insolvency and Bankruptcy Code, 2016 and that he/she is neither of unsound mind nor convicted by any court of law in preceding five years of the date of joining the Direct selling entity's business herein.



11. The Solar Advisor/Distributor herein agrees that he/she shall take appropriate steps to ensure the protection of all sensitive personal information provided by the consumer with the applicable laws for the time being in force and ensure adequate safeguards to prevent access to, or misuse of, data by unauthorized persons.
12. The Solar Advisor/Distributor herein agrees that he/she shall not visit a consumer's premises without identity card and prior appointment or approval.
13. The Solar Advisor/Distributor shall Endeavour to always treat others well and has already attained age of maturity at the time of entering into this agreement besides has executed an affidavit in that respect as displayed on the website of the company.
14. The Solar Advisor/Distributor shall emphasize the income by way of incentive/ remuneration can be achieved only by way of continuous augment of sale of products and services/ activities or efforts in that direction to the perspective user and shall not exaggerate or overstate the kind of potential earnings that can be generated by the company business and communicate, only true and actual earnings shall be projected by him/her. The Solar Advisor/Distributor will also ensure to support his/her sales team from time to time as an when required.
15. The Solar Advisor/Distributor shall not use misleading, false, deceptive and / or unfair trade practices or recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of Direct Selling to any prospective Solar Advisor/Distributor, in their interaction with prospective Solar Advisor/Distributors, that cannot be verified or make any promise that cannot be fulfilled.
16. The solar Advisor/Distributor shall not present any advantages of Direct Selling to any prospective Solar Advisor/Distributor in a false and / or a deceptive manner, knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the Direct Selling operation, including remuneration system and agreement between the Direct Selling entity and the Solar Advisor/Distributor, or the goods and / or services being sold by such Solar Advisor/Distributor.
17. In case of violation, of all the above said provisions the direct selling entity shall be at liberty to terminate the agreement with the Solar Advisor/Distributor with issuance of notice for period of 30 days and the said Solar Advisor/Distributor shall be personally liable for the consequences thereof in the eyes of law. In case of any false representation, omission or any act committed by them, contrary to the guidelines issued by the Govt. of India as mentioned herein above or the Code of Conduct, E Contract Agreement, affidavit and important notice as depicted in the website of the company – [www.sucitysolar.in](http://www.sucitysolar.in). Besides that the Solar Advisor/Distributor shall not indulge in any activities of falsification of portraying the pictures of any eminent person, political dignitaries holding constitutional posts or any esteemed personality performing constitutional duties etc. in any of the seminar/meetings etc. including showing any video clip or videos or circulating or uploading on the social media or any other channel whatsoever, if the said illegal activities mentioned herein above is reported to the direct selling entity, the strict action including termination of the status of the Solar Advisor/Distributor shall be the viable option of the direct selling entity without issuance of any show cause notice. The printed material which is supplied by the direct selling entity can only be used by the Solar Advisor/Distributor to promote its business activities.
18. The Solar Advisor/Distributor shall not engage in any activities, which may bring disrepute to the direct selling entity or any Products and Services of the direct selling entity and undertake to indemnify the direct selling entity on account of any costs or damages that may arise due to any such activities.
19. The Solar Advisor/Distributor shall not make any incentives / remuneration to the prospective customer for the recruitment / enrolment, except from the sale of goods / Products and Services and the Solar Advisor/Distributor shall not be entitled to get any money by way of minimum monthly subscription or renewal charges from the prospective customer etc.





20. The company may reject the instant agreement for any reason, at its discretion, including if the Solar Advisor/Distributor furnish incomplete, inaccurate, false or misleading information at the time of entering into this agreement.
21. Cooling Off Policy: That the Direct selling entity allows or provides to the Solar Advisor/Distributor herein a reasonable cooling off period in accordance with clause 3 (b) of the Rules, of the said Rules undertake to provide a newly registered Solar Advisor/Distributors a cooling off period of 3 days effective from the date of signing and execution of the contract agreement by him/her while registering as Solar Advisor/Distributor with us wherein the said Solar Advisor/Distributor.
22. Buyback Policy:
- If the products and services is in marketable\* condition and is returned within 3 days after receipt of goods accompanied by the original invoice, then only refund will be given.
  - If the products and services is in Unmarketable\*\* condition and is returned within 3 days of receipt of goods refund value will be assessed by Grievance Redressal Officer and appropriate value will be given.
- \*Marketable refers to Products and Services that are unopened, sealed and undamaged in any form whatsoever.
- \*\*Unmarketable Products and Services are those which have been opened and its seal broken.
23. **Scope of the Work:**
- That the Solar Advisor/Distributor shall market, distribute and sell the Products and Services of the Direct selling entity using word of mouth publicity, display and demonstration of the Products and Services, distribution of pamphlets, and door to door selling to consumers and prospective Solar Advisor/Distributors.
  - That the Direct selling entity shall be exclusive owner of the name and logo of Suncity Solar . The Solar Advisor/Distributor shall not use the trademark, logo type and design anywhere without prior written permission from the Direct selling entity. This permission, if given, can be withdrawn at any time by the direct selling entity. Violations if any, shall be termed as violation of this agreement and may result in termination of this agreement and Solar Advisor/Distributor - ship of the Solar Advisor/Distributor, penal actions under the prevailing IPR laws and Rules at the sole discretion of the entity herein to which the Solar Advisor/Distributor herein agrees.
  - That the Solar Advisor/Distributor shall not manipulate, alter, amend, add or delete any provisions of the Entity herein Suncity Solar Compensation Plan, pricing of Products and Services , SV/RSV/BV points etc., in any way whatsoever and shall not send, transmit or otherwise communicate any messages to anybody on behalf of the Direct selling entity, contrary to entity's policies, principals, instructions and prescriptions without prior written authorization and permission for the same by the Direct selling entity.
  - That the Solar Advisor/Distributors will get specified percentage /points-based Incentives pertaining to the sales for selling the direct selling entity's Products and Services under this E-contract Agreement.
  - That the Direct selling entity hereby covenants that it shall provide to the Solar Advisor/Distributor with complete instruction book(s), catalogues, pamphlets for promoting sales, marketing and distribution and shall provide mandatory orientation training.
  - That the Direct selling entity shall issue photo identity cards to Solar Advisor/Distributor. This photo identity card shall be returned by the Solar Advisor/Distributor to the direct selling entity at the expiry/termination/revocation of this agreement and/or shall be destroyed but shall not be misused in any way or form whatsoever. The identity card shall contain the Name & Unique ID number (FSSAI Number, if applicable) of the Solar Advisor/Distributor.
  - The Solar Advisor/Distributor will not be authorized to collect any type of cash/cheque/demand draft in his own name, on behalf of the direct selling entity. All cheques/demand drafts etc. should be drawn in the name of the direct selling entity only and the same should be deposited

with the Direct selling entity's office or other offices as may be specified by the Direct selling entity, within 24 hours of the time of receipt. Solar Advisor/Distributor shall hold the said cash collection/cheque/DD in trust for and on behalf of the direct selling entity. Upon failure to deposit the said cash collection/cheque/ DD, Solar Advisor/Distributor shall be liable to pay damages/compensation and **Mesne-profit**, if any. The receipt/invoice issued by the direct selling entity is only the valid documentary evidence in the hand of the consumer. It means Solar Advisor/Distributor would not be authorized to issue any receipt/invoice on behalf of the direct selling entity.

- h. That the Direct selling entity may open following facilities for sale of its Products and Services :
  - i. Online Portal/ E-commerce
  - ii. Stores (Retail Outlets)
  - iii. Authorized Sales Point / Pickup Center
  - iv. Service Centers
- i. That a Solar Advisor/Distributor is not authorized to sell any products and services of the Direct selling entity herein on e-commerce platform/market place, without prior written consent, permission or authorization of the entity herein the Solar Advisor/Distributor is also prohibited from listing, marketing, advertising, promoting, discussing, or selling any products and services, or the business opportunity on any website or online form that offers auction as a mode of selling.

**24. Sales Incentives/Commission Structure or other Benefit:** The Solar Advisor/Distributor shall be eligible for the following financial incentives and/or privileges:

- a. Incentives on the sales, marketing and distribution of Products and Services by the Solar Advisor/Distributor and his/her team or network of Solar Advisor/Distributors, as per the Suncity Solar Compensation Plan of the entity herein, annexed herewith but not being reproduced here for the sake of brevity.
- b. Solar Advisor/Distributor can Market, sell or distribute the products and services of Direct selling entity PAN India basis. There is no territorial restriction or limit to sell the Products and Services.
- c. He/she can always check and inspect his/her account on the Direct selling entity's website by using his/her Unique ID and Password allotted to him/her by the Direct selling entity.
- d. That the Direct selling entity reserves the right to restrict the list of Products and Services for a particular area / region.
- e. That price revisions, Government directives, market forces etc., may tend and force the entity herein to change the direct selling entity's Sales Incentive policy and the direct selling entity's decision in this regard will be final and binding. In all such cases, the amendments will be notified on the direct selling entity's website and such notifications shall be binding on the Solar Advisor/Distributor. However, if any Solar Advisor/Distributor does not agree to be bound by such amendment, he/ she may terminate this agreement within 30 days of such publication by giving a written notice communicating his / her objections, if any, to the direct selling entity. Without submission of the objection for modification etc., if a Solar Advisor/Distributor continues the Direct Selling business and activities of the entity herein then it will be deemed and presumed that he/ she has accepted all modifications and amendments in the terms & conditions for future.
- f. That the Direct selling entity does not guarantee/assure / promise or offer any facilitation fees or any amount or quantum of income whatsoever to the Solar Advisor/Distributor on account of becoming a Solar Advisor/Distributor of the Direct selling entity.
- g. That the Sales Incentives to the Solar Advisor/Distributor shall be subject to all statutory deductions as applicable like TDS, TCS, or any other Taxes.
- h. That the solar Advisor/Distributor shall solely be liable to pay the GST and any other Taxes as applicable on his/her own accord. He/she is only liable to pay the taxes as applicable and been

covered under the taxation clause. Hence the GST, Income Tax and other Taxes shall be payable/borne by the solar advisor/distributor. The direct selling entity (Suncity Solar) in no way is responsible or liable for the above said taxes

- i. That the Sales Incentive accrued and paid to the Solar Advisor/Distributor is inclusive of all taxes.
  - j. That all the payment or incentive will be calculated after deducting the cancellation of sales or services if any.
25. That the Direct selling entity shall provide accurate and complete information to prospective and existing Solar Advisor/Distributor s concerning the reasonable amount of earning opportunity and related rights and obligations.
  26. That the Direct selling entity shall pay all dues to the Solar Advisor/Distributor and make with holdings, if any, in a commercially reasonable manner.
  27. That Direct selling entity does not require a Solar Advisor/Distributor to maintain an office or establishment in furtherance of his/her entrepreneurship and if a Solar Advisor/Distributor does so then he / she himself/herself will be responsible to bear such expenses and the Direct selling entity will in no way be responsible to refund or reimburse the same.
  28. That Solar Advisor/Distributor covenants with the Direct selling entity that it will exclusively engage in the sale of the Direct selling entity's Products and Services and shall not indulge in the sale of similar/identical Products and Services of any other entity/brand whatsoever.
  29. That Unique Identification Number will have to be quoted by the Solar Advisor/Distributor in all his/her transactions and correspondence with the Direct selling entity. The Unique Identification Number once allotted cannot be altered at any point of time. That no communication will be entertained without Unique Identification Number and password. Solar Advisor/Distributor shall preserve the Unique Identification Number and Password properly as it is must for logging on to the website of the entity herein.
  30. That the Solar Advisor/Distributor shall be faithful to the Direct selling entity and shall uphold the integrity and decorum to the Direct selling entity and shall maintain good relations with other Solar Advisor/Distributor and customers also.
  31. That the Solar Advisor/Distributor shall abide with policies, procedures, rules and regulations prescribed by the Direct selling entity as well as all laws, rules, regulations, directives and rules issued by Government of India, a State Government, a Local body, a Court of Law and local administration, from time to time. A Solar Advisor/Distributor will also not indulge in any deceptive or unlawful trade practices such as Mis-selling or Unfair Trade Practices as mentioned in clauses 3(f, g, and i) as defined in the Rules and Clause 2(1), (18), (20) (41) to 4(43) and (47) of the Consumer Protection Act, 2019 and if does so then he/ she shall be only and solely responsible for the consequences and perils thereof.
  32. That the Solar Advisor/Distributor shall be liable to produce/show/explain the Suncity Solar Compensation Plan to the prospects as it has been received by him/ her. If the Direct selling entity notices that the Solar Advisor/Distributor is working in a way not permitted/authorized, then the direct selling entity shall have exclusive powers to terminate or bar him / her from the Direct selling entity's Direct selling business with or without giving any notice.
  33. That the Solar Advisor/Distributor cannot conduct or announce personal level business promotion activities by offering cash rewards, trips, valuables, etc.
  34. That the each and every Solar Advisor/Distributor is personally liable to collect the goods of his/her own or through transport or courier by paying the appropriate amount or charges as reasonably fix by the direct selling entity. In case of any damage or loss during courier or transportation the direct selling entity is not liable for any loss. Even though the direct selling entity will help to raise the appropriate claim if any only as a supportive system. He/she is also liable to collect Products and Services from where it reaches last by the transporter/courier.
  35. That the Solar Advisor/Distributor is prohibited from mentioning / posting / telecasting any inappropriate or defaming content about the Direct selling entity, its Products and Services , etc. in any



social media platforms. If he / she does any act in contravention to this clause, then this E-contract agreement will be deemed terminated and the Direct selling entity reserves rights to initiate appropriate legal action against him / her.

36. All statutory changes will be in force with immediate effect or as per the law prescribed.
37. Any notice or correspondence's addressed and sent to the Solar Advisor/Distributor's registered address, E-mail ID and Mobile Number mentioned in the Application Form for registration as Solar Advisor/Distributor by registered post or a Courier Service or E-mail or Whatsapp message shall be construed as legally delivered to the addressee. However, it is advisable that every Solar Advisor/Distributor shall immediately inform the Direct selling entity about the change in his / her address, E-mail ID and Mobile Number failing which the Solar Advisor/Distributor's non-deliverance claim shall not be tenable at any cost whatsoever.
38. The direct seller must compulsorily and primarily follow the rules and regulations as per the company's code of conduct and the guidelines issued by the company time to time. The code of conduct which includes disciplinary procedures is abiding to all as per the rank of each distributor. Any violation of the above said code of conduct will be treated as breach of trust. In such case the company reserves the right to withheld/freeze/block/suspend the direct seller in such case.
39. The term of this E-contract agreement is at will, subject to earlier termination in accordance with this E-contract agreement or in accordance with law. If this E- Contract Agreement is terminated for any reason whatsoever, the Solar Advisor/Distributor understands that his / her right to sell the Products and Services and receiving incentives with respect of his/her activities as a Solar Advisor/Distributor will cease immediately. Direct selling entity reserves the right to terminate this E-contract agreement if any condition(s) of this E- Contract Agreement are violated by a Solar Advisor/Distributor.
40. **Limitation of Action:** If a Solar Advisor/Distributor wishes to bring any grievance to the notice of the Direct selling entity he/she can do so as per the "Grievance Redressal Mechanism" annexed to this agreement which may be read as part and parcel of this agreement as the same is not being reproduced here for the sake of brevity.
41. **Indemnification:** That the Solar Advisor/Distributor agrees to protect, defend, indemnify and hold harmless Direct selling entity and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
  - a. Any breach of any statute, regulation, direction, orders or standards notified by any governmental body, agency, or regulator applicable to the Solar Advisor/Distributor including payment and deposit of taxes; on account of Income tax, GST, Trade tax, Professional Tax, whenever applicable and shall obtain necessary registrations/licenses whenever applicable and required under law.
  - b. Any breach of the terms and conditions of this E-contract agreement by the Solar Advisor/Distributor ,
  - c. Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the Solar Advisor/Distributor.
  - d. Against all matters of embezzlement, misappropriation or misapplications of collection/money which may from time to time during the continuance of the Agreement come into his/her /its possession /control.

**Relationship:** That the Solar Advisor/Distributor understands that it is an independently owned business entity and this Agreement does not make it, Direct selling entity's employee, associate or agent or legal representative for any purpose whatsoever. The Solar Advisor/Distributor does not possess any express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the Direct selling entity or to bind the Direct selling entity in any manner whatsoever. In case, a Solar Advisor/Distributor violates this provision in any manner whatsoever then he/she shall be responsible for all types of consequences be it financial, statutory, civil or criminal that The Solar Advisor/Distributor accepts that it is the prerogative of the



management of the company to alter, amend or reduce the amount of incentive/remuneration to the Solar Advisor/Distributor without prior notice. The relationship between Suncity and solar advisor/distributor shall be governed by the rules contained in this contract & Suncity Compensation Plan.

In case of death of solar advisor/distributor either his nominee or one of the legal heir with consent of all the legal heirs may join the company as solar advisor/distributor in place of the deceased provided he/she applies in prescribed form and undertaken to abide all rules and regulations, terms and conditions etc. in the same manner as that of original solar advisor/distributor. In case of failure to arrive at such consent within six month from the date of death of the seller, the company shall be at liberty to terminate the UIN of the said solar advisor/distributor till this period the company will keep his/her UIN in abeyance.

**42. Suspension, Revocation or Termination of this E-contract agreement:**

- a. That the Direct selling entity reserves the right to suspend the operation of this E-contract agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, Direct selling entity shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
- b. That in case of violation of any of the provisions of this agreement stated here-in-before and agreed upon by the Solar Advisor/Distributor, the Direct selling entity may, without prejudice to any other remedy available, issue a one month's written notice and call upon the Solar Advisor/Distributor to explain his conduct in writing failing which or if the explanation is found unsatisfactory and unacceptable in the ordinary course of business. In such condition the direct selling entity may suspend/block/freeze or terminate the Solar Advisor/Distributor from further conducting the business of the Direct selling entity.
- c. That the Solar Advisor/Distributor may terminate this agreement at any time by giving a written notice of one month to the Direct selling entity at the Registered address of the Direct selling entity.
- d. That the Solar Advisor/Distributor understands that if he/she ceases to be Solar Advisor/Distributor for any reason, they will automatically lose all/any rights under this Agreement. And are not under any illusion/wrong impression as to the kind of potential earnings that can be generated by the company business.

**43. Actions pursuant to Suspension/Blocking/Freeze/Termination of this E-contract agreement:** That not with standing any other rights and remedies provided else wherein the agreement, upon termination of this agreement:

- a. The Solar Advisor/Distributor shall not represent the Direct selling entity in any of its dealings.
- b. The Solar Advisor/Distributor shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the Direct selling entity is still having Direct selling agreement with the Solar Advisor/Distributor.
- c. The Solar Advisor/Distributor is compiled not to misuse the Direct selling entity's name, trademark, logo, etc., in any audio or visual form.
- d. All obligations and liabilities of such Solar Advisor/Distributor to the Direct selling entity existing on the date having accrued during the validity of this Agreement will have to be fulfilled, met and satisfied by the Solar Advisor/Distributor in every manner whatsoever.
- e. Any Solar Advisor/Distributor contravening any rules, regulation, policies, and procedures or causing any lawful loss to the company shall make this contract liable for termination with immediate effect and the company shall have the right to file appropriate civil and criminal proceedings against him / her as the case may be.
- f. The Solar advisor/distributor who is holding the non responsive attitude or behavior with the direct selling entity or with his/her team and who is improperly sponsoring shall liable for the



termination of this agreement. In such case the improperly sponsored individuals will be transferred to their original sponsor.

44. **Advisory:** Solar advisor/distributor should follow “Just in Time” Policy rather than to stock the product. They should buy the product if and only when customer orders the product to them.

In case of dispute or any loss whether in contract, tort or otherwise the arising out of this contract liability of Suncity shall not exceed the lesser of any of these.

- Actual damage or loss assessed by arbitrator or any other dispute resolution arrangement adopted by both the parties,
- Total commission earned by the solar advisor/distributor during the preceding six month of the date of dispute.

All disputes, questions or differences whatsoever which shall either during the substances of the contract or after the termination thereof a rise the parties here to or their respective representatives, touching these presents or the constructions or the application thereof or anything herein contained shall be resolved under Indian Arbitration and conciliation Act and/ or its statutory amendments, modifications and re-enactment. The place of arbitration shall be Jodhpur (Rajasthan, India) only.

The Parties herein irrevocably consent to the exclusive judicial jurisdiction of the competent courts of Jodhpur (Rajasthan, India).

#### 45. **Governing Laws and Regulations**

- a. That this Agreements shall be governed by the provisions of the Indian Contract Act, 1872, the Consumer Protection Act, 2019, Consumer Protection (Direct Selling} Rules, 2021 or other laws of the land.

46. **Dispute Settlement:** The Solar Advisor/Distributor herein agrees and accepts that the remedial action available to him/her in the event of any interpretation of any question of law, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be as under:

- a. As per the Grievance Redressal Mechanism offered by the entity herein and forming part of this contract agreement;
- b. Thereafter, the dispute if any shall be referred to National Consumer Helpline or State consumer Helpline for effective Mediation;
- c. Disputes if any shall be resolved in accordance with the provisions of the Indian Arbitration and Reconciliation Act and mediation provisions of Consumer Protection Act, 2019

OR

- d. Referred to a legal forum dealing with consumer disputes having jurisdiction in the District of Jodhpur (Rajasthan).

47. **Force- Majeure:** That if at any time, during the continuance of this agreement, the performance in whole or in part, by the Direct selling entity, of any obligation under this prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities/Disaster or any act of God (hereinafter referred to as event), neither party shall, by reason of such event, be entitled to terminate this agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided that the Services under this agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist.

#### 48. **The Solar Advisor/Distributor hereby covenants as under:**

- a. That he/she has clearly understood the application form, Suncity Solar Compensation Plan of the Direct Selling Entity, its limitations and conditions and he/she is not relying upon any representation or promises that are not set out in this E-contract agreement.



- b. That relation between the Direct selling entity and the Solar Advisor/Distributor and all his/her activities here under shall be governed in addition to this agreement, by the rules / procedures contained in the Business/Compensation available on website. The Solar Advisor/Distributor confirms that he/she has read out and/or has been read out in the vernacular language known to him/her by the solar advisor/distributor, all the terms & conditions thereof and agrees to be bound by them.
- c. That Solar Advisor/Distributor, hereby declares that all the information furnished by him/her to the Direct selling entity are true and correct. Direct selling entity shall be at sole discretion and liberty to take any action against the Solar Advisor/Distributor in the event, it is discovered that the Solar Advisor/Distributor furnished any wrong/false information to the Direct selling entity.
- d. The Solar Advisor/Distributor herein very well understands that violation of this contract agreement in any way whatsoever may result in termination of this agreement as per procedure laid down therein.
- e. The Solar Advisor/Distributor herein confirms he/she have understood all the terms and conditions along with Privacy Policy, Shipment Policy and Compensation or Business Plan of said direct selling entity.
- f. The Solar Advisor/Distributor herein declares that he/she will maintain all the disciplinary procedure of the company according to there position/rank as decided by the Direct Selling entity failing to which the UIN can be Freeze/Block/Terminate.



## DECLARATION

I hereby declare that I am resident of India; my age is more than 18 years as on date. I am legally qualified to do any Business or Agreement or Declaration in India. I am neither convicted under any criminal law nor is any litigation pending against me. I have read and understood all the terms and conditions given in this application form. I also confirm that I know my sponsor and have full faith in him / her. My sponsor has explained me all the details about the company (including Company Profile, Products and Services of the Company, Suncity Solar Compensation Plan and Company Policies) in my vernacular language and I have confirmed by receiving One Time Password (OTP) only after understanding all the Terms and Conditions. The Personal details mentioned above are true and provided and approved by me. In case some information is not available as of now, I assure to update the same later. I am buying the goods or services after being satisfied thoroughly with the contents and claims thereof and here by indemnify "Company" and its "Directors" and "employees" harmless of any claims what so ever arising out of any actions overt and covert attributed to me or my team members.

As a sponsor (Referral above), I hereby declare that the Applicant(s) is known to me. I take responsibility for the fact that the Applicant(s) has applied for the Solar Advisor/Distributorship of Shree Chandramangal Suncity Marketing Private Limited only after he / she has read & understood all the Terms & Conditions. I have explained him / her all the details about the company (including Company Profile, Products and Services of the Company, Suncity Solar Compensation Plan and Company Policies) in his / her vernacular language. I reconfirm that all the information and declaration given by the applicant are true. I recommend that Shree Chandramangal Suncity Marketing Private Limited may accept the Application of the Applicant(s) for Solar Advisor/Distributorship of its Products and Services

I along with the applicant hereby also declare and committed to maintain the decorum of the company. In case the company management feel any abusive language malpractices false commitment, unreasonable appearances or violation of any rules and regulation let by the company. In such case the company reserves the sole right to take the disciplinary action which includes Suspension/Blocking/Freeze/Termination of this E- Contract Agreement as direct selling agreement and company shall have the right to file appropriate civil and criminal proceedings against me as the case may be.





IN TOKEN OF HIS/HER AGREEING TO AND ACCEPTING ALL PROVISIONS OF THIS CONTRACT AGREEMENT SET HEREIN ABOVE, HE/SHE IS CLICKING ON THE "I AGREE" BUTTON GIVEN HEREIN.

I AGREE & ACCEPT

Name: \_\_\_\_\_ Bank A/C No/ \_\_\_\_\_  
S/O Shri \_\_\_\_\_ IFSC Code \_\_\_\_\_  
Resident of \_\_\_\_\_

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Pin Code \_\_\_\_\_  
State \_\_\_\_\_  
PA NO. \_\_\_\_\_  
AANDHAR NO. \_\_\_\_\_  
Name of the Bank & Branch \_\_\_\_\_

AGREE &  
ACCEPT

NODAL OFFICER  
M/S \_\_\_\_\_  
ADDRESS \_\_\_\_\_

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Mob no.  
E mail:

