

**DRA/01/13975/2023**

**DISTRIBUTOR REGISTRATION AGREEMENT**

**This agreement is being entered into between**

**Good Way Indian Fashion Pvt. Ltd**

(First party, hereinafter referred to as “the Company”)

**AND**

**Independent Distributor of the Company (Second Party)Name**

\_\_\_\_\_

Both the above mentioned parties have entered into this agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 and shall remain bound by the following terms and conditions:

**Terms and Conditions for the Independent Distributor:**

1. That the independent distributor of the company understands that he/she is not an employee of the company and there is no relationship of employee-employer between the independent distributor and the company. The independent distributor of the company shall be considered as an Independent Business Associate (GWI) joining the business with his/her proposal and giving free will and consent without any pressure, force or persuasion from anyone.
2. That the independent distributor of the company is above 18 years of age and has submitted valid documents in support of his/her date of birth and that he/she undertakes full responsibility for the genuinity of identification and or documents being submitted.
3. That the Independent Distributor certifies that the details filled in the joining/registration form have been filled in correctly and have been thoroughly verified. Further, he/she takes full responsibility for any errors or omissions in the details submitted by him/her for the enrollment of new Independent Distributors.
4. That in case the Independent Distributor of the company is a “Company”, “Proprietorship firm” or “Partnership firm” then appropriate copies of certification issued by Registrar of companies or other competent authority, separate affidavit, etc. have to be submitted at the time of registration as an Independent Distributor of the Company. In such cases, the applicant company shall appoint an authorized representative and the application form must accompany the letter of authorization along with Identity documents of the said authorized representative.
5. That after approval of his/her application, the Independent Distributor of the Company shall be granted distributorship for a period of one year which would entitle him/her with all rights and privileges thereof and therewith. Further, this distributorship may be renewed on annual basis upon making a mandatory application to the company. This agreement and distributorship shall be deemed to be terminated in case the applicant fails to get the distributorship renewed before the expiry date, i.e., date of completion of one year. The Company shall not be liable to give any notice for termination in the event of non-renewal.
6. That the Independent Distributor of the Company shall be liable to run his/her business with due sincerity and honesty and in the best interest of the Company.
7. That the Independent Distributor of the Company shall not indulge in any illegal activity which could cause harm/damage/loss to the Company and further shall not sway other Independent Distributors by any means, including by reducing the retail prices of the goods.
8. That the Independent Distributor of the Company shall not disclose the confidential plans of the Company to any other adversary or competing Company and shall also not participate in any illegal business transactions or activities so as to cause loss to the business or reputation of the Company.

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9. That the Independent Distributor of the Company shall ensure complete secrecy of his/her Online Control Panel and the data contained therein; also he/she shall not share personal login credentials with any third-party, company or any other unrelated individual or party whatsoever.
10. That the Independent Distributor of the Company shall not use Company's name or the names of any of its brands to advertise through any media (including but not limited to, press, television, radio, internet, etc.); neither can they use the logo, name, address, etc. of the company or any of its associated brands or branches for any means whatsoever without prior written agreement with the Company.
11. That the Independent Distributor of the Company shall not transfer the business supplement to obtain the benefit of retail store and shall also not sell the goods at a price lower than the retail price in any of the retail stores.
12. That the Independent Distributor of the Company shall be restrained from relabeling/ repackaging the retail goods in a manner similar to that of the Company and shall not infringe the copyright of the Company or its suppliers in whatsoever manner.
13. That the Independent Distributor of the Good way Indian fashion Pvt Ltd shall not promote the goods of any other Company doing the business similar to the Company and shall not persuade the customers to purchase products of other such companies and further shall not sponsor them to approach other Direct Selling Companies.
14. That the Independent Distributor of the Company shall not damage the reputation of the Company or its Administrators, Staff or Distributors and shall not put his/her signature on any document so as to interfere in the administrative work of the Company.
15. That the Independent Distributor of the Company shall not form Union and defame other Distributors or sway their distributors or interfere in the working of the system in whatsoever manner. No Independent Distributor shall cause damage to the market reputation of the Company so as to cause business loss to the Company.
16. That the Independent Distributor of the Company shall join the Company by showing proper Government issued ID cards/ Address & Age proofs, etc. while undertaking that they are not fake or duplicated. Further, the Independent Distributor undertakes that he/she will not join the Company under more than one enrollment numbers by falsely giving separate or fake ID Cards, Address or Age proofs. And that the Independent Distributor shall not work by concealing his identity or by using different names and shall not run two networks simultaneously.
17. That the Independent Distributor of the Company shall not restrain any member to do business in his/her particular way, provided that they are not causing any harm to the Company, and shall also not restrain him/her from leaving the network or encourage him/her to leave the Company.
18. That the Independent Distributor of the Company fully understands that in case he/she keeps his/her purchased stock within the company then an additional handling fee shall be applied by the Company. Further, he/she understands that while joining at any level in the company by making purchases, the exact price of his/her purchases is mentioned in the invoices issued to him/her by the company.
19. That in case of termination of his/her distributorship, the independent distributor of the company shall be entitled to receive his/her bonus in the following month when his/her Distributor ship ceases. He/she shall not be entitled to receive premiums, bonuses, royalty, or commissions of any levels generated thereafter, but shall be granted the proportional profit acquired prior to the termination of Distributorship. Any future bonus/ profits/ royalty/commissions shall be deemed to be cancelled. Further, in case of termination of a particular Independent Distributor of the Company negatively affects the commission levels, profits, royalty, etc. of other existing distributors, then any prepaid additional amount shall be recovered from the said Independent Distributor(s) as per the business plan, rules and regulations of the Company.

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20. That the company shall be entitled to cancel the distributorship of any independent distributor in case it is proven that he/she has failed to comply with the terms and condition as set out herein or if there is any case against the said Distributor of the Company in any Court of Law which may prevent him/her to continue with the business or which may harm the Company's reputation or goodwill. However, he/she shall be entitled to join back in case of reformation. The final decision in this regard shall lie solely with the Company's Administration/ Management. In event of termination for any reason, including non-renewal of distributorship, no application for renewal of distributorship shall be accepted after one month of the expiry/ termination of this agreement. In certain cases of noncompliance, the company may disable the distributorship of the independent distributor of the Company for a specified time as decided by the Administration/Management; in such circumstances also, no distributor benefits, commissions, royalty, etc. shall be provided to the said distributor.
21. That all the Independent Distributors of the Company shall be restrained from getting the signatures of persons on their application forms by means of fraud, cheating or misrepresentation. All the new entrants shall be told the following things most specifically:
- The quality, type, cost and usage of the product.
  - Distribution Mechanism and Business Model.
  - Profit and Commissions/ Bonus from sale of products and Business Volume.
  - Process of surrender of distributorship and consequences thereof.
  - Conditions and process of Membership Account Transfer & Nomination.
  - Returns and Buy-back policy: process of return of products and consequences thereof.
22. That the Independent Distributor of the Company will make the purchases from the money belonging to him/her and not by availing any kind of loan from any person, Bank or financial institution. Further, he/she will not force or persuade any other new entrant/ existing distributor to take loan from any person/ Bank/ Financial Institution or assure them that loan can be arranged for them at low interest rates. The Independent Distributors shall make it sure that the new entrants have the permission of their parents/ guardians/ family before making any purchase.
23. That the Independent Distributor of the Company shall not mislead any new entrant by misrepresenting facts about the company. He/she will not make any false promises related to making quick and easy money and also not adopt any mischievous means to enroll new members. Further, the Independent Distributor of the Company fully understands that his/her income is earned in the form of discounts / commissions from the company, that is entirely based on the business volume he/she brings to the company, and is not his/her fixed/regular source of income, neither have they been promised or committed any such thing by the Company, its Management, staff members, any existing distributors, etc. nor have they been induced so on behalf of them for making such purchases which would yield them any regular income.
24. If any type of money landing is found in any distributor company either in the transaction of rupees, then the company has the right to cancel the license of that distributor or else the distributor may have to deposit the landing amount.
25. That the Independent Distributor of the Company fully understands the Company's Buy-back policy and undertakes to abide by the same. Any product returns would be accepted strictly within one month of purchase, provided they are in perfect saleable condition (unused, undamaged, sealed in their original packing) with all tags and labels. Further, he/she acknowledges and agrees that in the event of return of purchased products, this agreement shall be deemed to be terminated as per the terms and conditions contained herein, ceasing the distributorship. Any such distributor will not be entitled to do any further business with the company in future in any direct or indirect ways personally or through his/her friends, relatives, representatives, etc.

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26. That the Independent Distributor of the Company shall not pay or charge any amount to/from anyone unofficially for training, promotion in network or for any favor or purpose whatsoever.
27. That these terms and conditions shall be applicable to all the Independent Distributors of the Company and the Company shall be entitled to amend the same without any direct personal notice other than an official notification regarding the said amendments.
28. That it is categorically admitted by the independent distributor that company may reduce/alter its commission structure upon the loss and profits of the company and it is within the distraction of the promoters of the company.
29. That the independent distributor has carefully gone through the all prospects and profile of the company and upon such satisfaction and after making all enquires the independent distributor willingly propose to the company to join as independent distributor and make purchase from the company on the direct sale concept and for the price given by the distributor he receive the same value of goods.
30. That in any case any dispute arises between the independent distributor and the company the same may be resolved firstly through mutual consultation and if further not resolved same may be refer to the sole arbitrator in the rule of arbitrator and conciliation act and the jurisdiction for the same is at Bilaspur.
31. That the refund policy of good way Indian fashion Pvt Ltd is 30 day there are no refunds acceptable out of 30 day's .I have read and understood the terms and conditions on the website [www.goodwaypoint.com](http://www.goodwaypoint.com)
32. That the independent distributor of the company shall read these terms and conditions and ensure that the same have been understood by new members/ prospect very clearly in their mother tongue as well.

**IN WITNESS WHEREOF Good Way Indian Fashion Pvt Ltd does not take responsibility for the physical and mental health of any distributor. All distributors do business at their own risk.**

the parties have caused their signature to be affixed to these present and a duplicate thereof, the day, month and year first; hereinabove mentioned.

Paste recent  
passportsize  
photograph of  
Joining Distributor  
with crossed  
signatures.

*(Signature)*

**WITNESS**

Name:  
ID no.:  
Address:  
Phone No:

*(Signature)*

**FIRST PARTY (Company official)**

For Good way Indian Fashion Pvt. Ltd.

*(Signature)*

**SECOND PARTY (Joining Distributor)**

Name:-  
S/W/D OF :- Address:-  
Upline name:-  
38% name:-  
41% name:-  
ContactNo.:-  
Family Contact No:-  
ID No:-