

AGREEMENT- TERMS AND CONDITIONS

1. DEFINITION

A.. “ AGREEMENT ” - Agreement is an application cum registration form to become an ENTREPRENEUR, as defined in section 2(h) of the Indian contract Act,1872 as “an agreement enforceable by law’ including the word ‘Agreement which has been defined in section 2(e) of the Act I,e ‘every’ promise and every set of promises, forming consideration for each other ‘. By entering into this agreement an ENTREPRENEUR (Candidate) acquires non transferrable rights &privileges to market and sale the products as offered by the NEXTGEN HAPPY PEOPLE ENTREPRENEUR PVT.LTD., in its allocated territory under the terms conditions of this agreement and by Laws “BL”.

B. “COMPANY” – Means m/s NEXTGEN HAPPY PEOPLE ENTREPRENEURE’S PVT. LTD. a company duly incorporated under the indian companies Act 2013 (18of 2013) having its registered office at CTS No.- 4251, United Residency, Vidyanagar, Hubli , Karnataka -580021 which is into the business of marketing / sales of goods and related services under its own / licensed logo brand/trade name by direct sales or through any other mode here in after referred as COMPANY. The company promoting health and nutrition, life standard, personal care, home use, agro and computer(IT) education courses, these are all called as our products and it’s selling through direct selling model.

C. ENTREPRENEUR - Means who have registered in company and activated their HP ID. Have attained the age of 18& above.being in force to execute this agreement – entrepreneur can explain about company business plan,products, packages, courses and services to candidate of the company/ society to registration.For execute this agreement on his/her behalf of the company , independently and /wiith free will binding his/her (Candidates) own acts and deeds in relation to the business transactions with the company with a commercial intention to earn incetive/commission and /or whatsoever name is called arising out of the sales of products made directly by him/ her or through his/her downlines (group sales) as per NEXTGEN HAPPY PEOPLE ENTREPRENEURE’S PVT. LTD.’s marketing and business plan. HAPPY PEOPLE at its sole discretion can change the rate of incentives/commissions by whatsoever name is called at any time during the continuation of this agreement or during any renewedperiod thereof. Any sales return made by the candidateand by his/her group(downline) shall be treated as deduction of such incetive without any references. The candidate has clearly understood that BEST is the educational business partner HAPPY PEOPLE. BEST owned courses like DIGITAL TAXATION COMBO, etc. are not approved by any university and they are not job guaranteed courses.

D.Goods/ products or services means all products and other manufacturerd/ marketed/sold by NEXTGEN HAPPY PEOPLE ENTREPRENEURE’S PVT. LTD. under its own licensed logo and trade name.

E. “Sponser” shall be (an active existing ENTREPRENEURto introduce the candidate/prospect) an existing active ENTREPRENEUR of requisite status for introducing the candidate.

2.. TERMS

A. This document hereafter referred to as an agreement, executed between Candidate & HAPPY PEOPLE.

B. HAPPY PEOPLE hereby appoints identified candidate as its for its products and related services and candidates hereinafter referred as ENTREPRENEUR accepts such appointment.

C. No fee is charged to become an HPE.

D. This agreement shall become effective on the date of Entrepreneur acknowledges and accepts ENTREPRENEURSHIP of candidate. HAPPY PEOPLE at its sole discretion may accept or reject the application without assigning any reason, including incomplete, inaccurate, false or misleading information in the application/ registration form attached to this agreement.

3. ENTREPRENEUR AGREES THAT

A. Candidate entered into this agreement as Entrepreneur of HAPPY PEOPLE's products. Entrepreneur is a one of separate entity, associated purely on the present contractual term caused within free and an independent will neither consumer, and shall have no power of authority to incur any debt, contracts, obligations or liabilities or to make any representation of any warranties on behalf of NEXTGEN HAPPY PEOPLE ENTREPRENEUR'S PVT. LTD.

B. NEXTGEN HAPPY PEOPLE ENTREPRENEUR'S PVT. LTD. shall provide its features, products and promotional offers etc. through personal communication via SMS and phone calls at the registered mobile number of the Entrepreneur, which shall supersede the DND "DO NOT DISTURB" service activated at the registered mobile number of an Entrepreneur.

C. Candidate shall not be an employee or agent of NEXTGEN HAPPY PEOPLE ENTREPRENEUR'S PVT. LTD. or in a partnership relationship with the company or any other labour relationship with us. and HAPPY PEOPLE is not offering any kind of job or quick money making plan, rich scheme and does not guarantee any monthly or fixed income.

D. Candidate clearly understands that the candidate is not entitled to get any incentives/sales incentive upon the enrollment of new Entrepreneur by any Entrepreneur and his downline does not impressed by payment of incentive/sales commissions.

E. The candidate shall act as an independent Entrepreneur on his/her own responsibility and for his/her own account while purchasing and selling HAPPY PEOPLE products. Candidate declares that at all times his/her acts and deeds shall be to keep –up and enhance the reputation of HAPPY PEOPLE. Candidate shall not engage himself in high pressure selling/promoting and will be courteous to the consumer and must all times make best representation of the sales and

marketing plan and its products faithfully and without any inducement. Candidate shall not sell any HAPPY PEOPLE product for a price more than MRP however Entrepreneur may charge at his discretion, any price that is lower MRP mentioned on the label of all product.

F. The relation and all activities between HAPPY PEOPLE and him/her shall be governed by the business law (BL) of HAPPY PEOPLE, addition to this agreement, which includes sales and marketing plan, core ethics, product brochures, pdfs & all other booklets as available in the website and or anywhere in company material/booklets etc,(collectively refers herein as by law BL.) Company may amend any of the term and conditions mentioned anywhere in this agreement , including by laws through broadcasting such amendments/modifications on its website and or through any other modes of communications/publication whatsoever as company thinks fit and proper and continuation of ENTREPRENEURSHIP stands as a deemed acceptance of such amendments/modifications. If any ENTREPRENEUR does not agree with such amendments applicants may be terminate this agreement within 30 days of such publication/communication by giving a written notice to company. In case of ENTREPRENEUR breach any or all terms and condition as mentioned anywhere in this agreement and or mentioned anywhere in the by laws the company possesses unconditional rights to terminate this agreement with or without issuance show cause notice as company may think fit. ENTREPRENEUR clearly understands that in case of any breach of any of the terms and condition as mentioned any where in this agreement by laws is found(directly or indirectly related with the ENTREPRENEUR or with his/her downline) the company possesses unconditional rights to terminate his/her ENTREPRENEURSHIP with/without issuance of show cause notice. ENTREPRENEUR hereby indemnify Company from all kinds of liabilities which may arise out of his/her acts and deeds, including the deeds and acts of his/her downline.

G. The candidate has understood that the ENTREPRENEURSHIP is free for life long, provided that ENTREPRENEURSHIP requires at least one transaction of sale and purchase in his/her own ENTREPRENEUR ID in a year. Any ENTREPRENEUR who does not accumulate any transaction in his/her own ENTREPRENEUR portal for consecutively three years shall be terminated by the company without issuance any notice. And any ENTREPRENEUR who got termination under this clause can't claim his/her rights and privilege (which include all benefits bundled with ENTREPRENEURSHIP like incentive, bonus, commissions and others) in any manner whatsoever.

H. Candidate shall comply with all applicable laws, regulation and guidelines (central, state, local) applicable to his/her company business as may be applicable there upon from time to time and agree to obtain/apply all license/ permissions/registration which may be required to run the business as ENTREPRENEUR/Seller. ENTREPRENEUR declares that in case ENTREPRENEUR is prohibited from doing the business as an ENTREPRENEUR under any the enactment of any new Law/statute and/or under any change/amendment made in the present law/statute and or under any change/amendment made in the present law/statutes, ENTREPRENEUR is fully and unconditionally agree to abandoned his/her all rights, claims and others whether or not attached and or bundled with the ENTREPRENEURSHIP.

I. Company reserves the right to recover back any bonus paid to any ENTREPRENEUR under the following circumstances; - product returned under refund policy . – returned to any branch/franchisee under any applicable law or – stolen or obtained by illegal means.

J. The selling price (MRP) of any company product is determined by HAPPY PEOPLE and no ENTREPRENEUR shall be allowed to reduce or increase the price including the by way of tempering with the selling price as affixed or decided by company on the label or packing of the product. Breach of the regulation shall result in suspension or termination of ENTREPRENEURSHIP by company.

K. An ENTREPRENEUR shall be held liable and responsible for false claims, misrepresentation, etc. about company business, quality, quantity, content, usage or benefits of products other than those mentioned in an authorized product brochure specified by company and all such acts shall lead to disciplinary action including suspension or termination of ENTREPRENEURSHIP.

L. Application shall not be involved directly or indirectly (including by proxy) in any activities of other direct sales companies or any other activities that will bring negative effects to HAPPY PEOPLE. Company reserves the right to terminate any ENTREPRENEUR who commits such offense.

M. The candidate has understood that the candidate and his/her customer can take refund within 30 days from the date of purchase of their product (on account of defect and or dissatisfaction) after standard deduction of 20% as handling charges. The products should be in re-saleable condition) a) re-saleable condition means the condition in which the price liable is clean and intact and in good condition. B) The production of the refunded product has not yet stopped. C) The product seal (shrink wrapping) should be unopened. Do the product should have a reasonable shelf (date of expiry) life period OR such an ENTREPRENEUR may get exchange his/her purchased products, within a period of 45 days from the date of purchase as per the condition mentioned in this clause.

4. COMPANY RIGHTS AND RESPONSIBILITIES:

A- The company will make its products/related services available to an ENTREPRENEUR and shall pay him/her various commissions as set forth in the bye laws.

B) The company shall comply with its obligations in accordance with the BL and this agreement.

c. TDS as applicable will be deducted by the company from the commissions paid to ENTREPRENEURs as per the income tax rules. Entrepreneur should update their kyc in company website (in his/her portal).

D. Company may terminate this agreement by giving written notice or without any notice for a breach of any terms and conditions of this agreement of BL, non-performance, violation of provisions of rules of conduct in case of company for any reason arrive at the decision that candidate should not be continued as an ENTREPRENEUR of company.

E. In case of disputes or any losses whether in contract, or otherwise arising out of this agreement liability of company. Shall not exceed the lesser of any of these actual damages. Or less by the arbitrator (appointed by the company) and court situated in the Hubli shall possess the jurisdiction.

F. Any dispute arising in the future between the independence ENTREPRENEUR and the company shall be solved by a single arbitrator.

G. products can be purchased by cash from company branch. A receipt and bill will be issued for each private purchase.

The company reserves the full absolute right, at any point of time, even without any prior notice to change, vary or amend or modify the HAPPY PEOPLE ENTREPRENEURSHIP rules and regulations, BL, core ethics, company sales & marketing plan and any of its policies and to suspend or terminate the ENTREPRENEURSHIP for any ENTREPRENEUR or persons and when necessary.. visit website.. trdtfdtdtd.

5. ID card is only for the personal identification of the HPE, This id card valid for use only at company office and for its authorized business activities. ID card holder is company entrepreneur, not an employee. Company is not responsible for misrepresentation of the card for any other purpose other than mentioned above.

DECLARATION- Hereby understood and I have completed 18 years age. I agreed to company deducting TDS prescribed Income tax Act 1961. I aware conditions mentioned. I shall become a company entrepreneur for purchase and promote company products combo. I am happily involving business training and business seminars.

Support care -9449507191, Email-supportcare@happypl.in.

Candidate signature

HP ID No.

Date

Place