

ASSOCIATE CONTRACT

This Contract is executed at _____ on this ____ day of _____, 2020 by and between:

Toptime Network Pvt Ltd., a Private Limited Company incorporated and registered under the provisions of Companies Act, 2013, represented through its authorized representative Mr. _____ and having its registered address at House No. 487/35, Peeragarhi, New Delhi – 110 087, hereinafter referred to as “Toptime” and having its corporate office at 2nd Floor, Office No 1 to 5 Shreeji Arcade Opp. Nitin Company Dr, Almeda Rd, Panch Pakhadi, Thane West, Maharashtra 400602 (all correspondence shall be made at the corporate office address) (which expression shall unless repugnant to the context hereof shall be deemed to include and mean the authorized assigns, attorneys, representatives, executors and successors) of ONE PART

AND

Mr. _____, aged _____ years, Indian inhabitant, PAN No - _____, residing at _____, hereinafter referred to as “Associate” (which expression shall unless repugnant to the context hereof shall be deemed to include and mean the authorized assigns, attorneys, representatives, executors and successors) of the OTHER PART.

WHEREAS:

Toptime is a Private Limited Company engaged in the manufacture and sale of _____ products.

Toptime wishes to increase its sales by appointing various Associates for the sale of its products and hence Toptime wishes to appoint various personnel for the sale distribution and marketing of Toptime’s products and services.

Toptime has on its website “www.toptimenet.com” published the terms and conditions for being appointed as the Associate for Toptime and along with the Associate Rules of Conduct for an Associate, Toptime has also published an Associate Application form wherein interested persons can apply to be enrolled as the Associate of Toptime.

The Associate herein has read and accepted all the terms, conditions and Associate Rules of Conduct as published by Toptime in its website. The Associate herein has also duly filled and submitted the Associate Application form as available on the website of Toptime.

Now, both parties herein are executing a formal Contract depicting the appointment of the Associate as the Independent Business Distributor of Toptime.

THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Parties herein agree and accept that the Associate Rules of Conduct, Associate Application Form and the terms and conditions as published by Toptime on its website “www.toptimenet.com” shall be binding on the Associate and the same shall be read in consonance with the terms of this Contract. The Parties agree that all terms and conditions as published on the aforementioned website of Toptime including the notices and amendments that shall be published by Toptime from time to time and the terms and conditions herein shall together be construed as one Contract.

2. Definitions:
- a) Applicant: means any individual person or non-individual legal entity interested in becoming a Toptime Associate & filing Associate Application form.
 - b) Associate: shall mean a person appointed by Toptime on a principal-to-principal basis through this Associate Contract to undertake sale, distribution and marketing of Toptime products and services and to register Preferred Customers within the Territory. A Toptime Associate may introduce or sponsor further levels of Associates and support them to build their direct selling business of Toptime goods & services.
 - c) Associate Application Form: means the application form filled and submitted by an Applicant.
 - d) Associate Contract: for the purpose of contractual relationship between Toptime and Associate shall mean all the following documents read together as forming a part of one single contract: i. The Associate Application Form; ii. This present Associate Contract; iii. The Toptime Business Plan; IV. The Associate Rules of Conduct; as amended from time to time. Toptime may notify any such amendments on its website, www.toptimenet.com.
 - e) Associate Rules of Conduct: shall mean the Rules of Conduct for an Associate as published by Toptime on the official website www.toptimenet.com.
 - f) Cooling Off Period: A new Associate may choose to terminate the contract and exit the Toptime Network Private Limited business while initial thirty (30) days cooling-off period, Associate will be able to return all the products and supplies (purchased from Toptime Network Private Limited) and get the refund as per product return policy.
 - g) Currently Marketable: means products which are at the relevant time being marketed by Toptime and Toptime has not ceased marketing of such products.
 - h) Effective Date: shall mean the date of execution of this Contract.
 - i) Entity Agreement: means an agreement executed between Toptime & Non- individual legal entity and its directors/partners/trustees or any other person being part of the management of such legal entity.
 - j) Saleable: shall mean marketable, unused, not tampered, not opened, company sealed, not expired, not seasonal, not discontinued or not special promotional products and the points against such products have not been utilised/redeemed.
 - k) Territory: shall mean the Republic of India.
3. Associate Registration: To become an authorized Associate capable of merchandising products and services offered through or by Toptime and sponsoring other Associates, an applicant must be 21 years of age, fill the Associate Application form, complete and execute the Associate Contract. Once the Associate Contract is duly executed the applicant shall be officially registered as an authorized Associate of Toptime in the central database of Toptime. An Associate Contract may be completed and executed in one of the following ways:
- a) the applicant may complete, digitally execute and submit an electronic version of the Associate Contract in accordance with the procedures on the Toptime website and Direct Selling Guidelines as shall be applicable; or
 - b) the applicant may complete, sign and return a paper version of the Associate Contract.
4. Acceptance or Rejection of Associate Application Form: Toptime reserves the right to accept or reject any Associate Application Form filled by an applicant. An Application Form shall be considered to be accepted by Toptime when it receives a completed Associate Application Form along with requisite documents, its contents are verified and KYC process is completed with Toptime's Associate records database within 2 weeks of submission of

Associate Application Form, and the registration does not violate any terms of this Contract or Associate Rules of Conduct.

5. Legal Entities as Associates:

- a) After successful execution of Associate Contract, the applicant shall be provided unique Associate ID number and online Associate profile (accessible on www.toptimenet.com) shall be formed initially by and in the name(s) of the individual applicant(s).
- b) In case applicant is a Non-individual, i.e. is a corporation, limited liability company (LLC), formal partnership, limited partnership, limited liability partnership (LLP), trust or any other legal entity other than an individual, then such an applicant must execute the appropriate Entity Agreement for Associates and submit it to Toptime, which may be accepted or rejected as per Toptime's registration process. Existing Non-individual Associates as of _____, that are operating under an existing Entity Agreement approved by Toptime or without any such Entity Agreement must execute the currently applicable Entity Agreement upon request or in the event of a change in ownership or control in the entity.
- c) Husband, Wife and dependable children' and parents' Associates: If in a family Husband, Wife and their Parents' and dependable children wish to become Associates, they must register together under the same leg in the same Tree of sponsorship. In case if it is found that the family is operating under different legs and /or tree of sponsorships; then only one ID may be allowed to continue business, other IDs may be blocked. .

6. Distributorship / Direct Selling: Toptime appoints, as of the Effective Date, the individual(s) identified in the above Associate Application form, or if applicable, the Non-individual legal entity listed therein (the "Entity"), as an Associate of Toptime Products and services, and the Applicant(s) upon verification of KYC process and execution of Associate Contract agree(s) to such appointment as an Associate of Toptime. As of the Effective Date and upon receipt of ordering information and completion of any required formalities, the Associate may, on a non-exclusive basis, within the Territory as may be communicated by Toptime, and otherwise in accordance with the Associate Contract, purchase Toptime Products from Toptime in order to sell, distribute and market the same, and sponsor prospective Associate.

7. Duration: This Associate Contract shall remain valid and continue to remain in full force unless terminated earlier by either Party with or without cause as per Clause 14 of this Contract.

8. No Employment Relationship: The Associate hereby confirms that he/she/they has or have entered into this Associate Contract as an independent contractor. Nothing in the Associate Contract shall establish either an employment relationship or any other labour relationship between the Parties or a right for the Associate to act as a procurer, broker, commercial agent, contracting representative or other representative of Toptime. When purchasing and selling Toptime Products, the Associate shall operate as an independent vendor, acting in his/her/their own name, at his/her/their own responsibility and for his/her/their own account.

9. No Assignment: This Associate Contract is intuiting personae entered into on a personal basis, and neither this Associate Contract nor any of the rights or obligations of the Associate arising here under may be assigned or transferred without the prior written consent of Toptime.

10. Representative(s): The Co-Applicant/Authorized Representative(s) acknowledge(s) that Toptime will deal exclusively with the Primary Applicant/First Authorized Representative in respect of all Toptime Business matters, and also pay commissions and/or any other compensation to and in the name of the Primary Applicant/Entity.
11. Payments and Bank Accounts: Toptime will make all payments on account of commissions, rewards, discounts, returns or refunds etc. through bank transfer in favour of the Primary Applicant/Entity only as per the details provided in the Associate Application or as may be updated by the Primary Applicant/Entity in writing from time to time, after deducting applicable taxes and bank charges. The bank account must be opened and operated in full compliance with Indian law.
12. Obligations of Associate:
- a) The Associate shall not sell any Toptime Product for a price exceeding the Maximum Retail Price mentioned on the labels of the Toptime products.
 - b) The Associate shall, throughout the validity of this Associate Contract, strictly adhere to all applicable laws, direct selling guidelines, regulations and other legal obligations that affect the operation of his/her/their business, and complete the KYC process within 15 days of receiving Associate ID number. The Associate shall be responsible for obtaining any applicable registration, license, approval or authorization, a copy of which shall be provided to Toptime upon request.
 - c) Associate for Toptime shall:
 - i. always carry their identity card and not visit the consumer's premises without prior appointment / approval;
 - ii. truthfully and clearly identify themselves and state the purpose of solicitation to the prospective consumer and state the identity of Toptime, provide complete explanation and demonstration as well as description of the nature of products and services being offered for sale, provide details of prices, terms of payment, return policies, after-sales service, complaint redressal mechanism etc.;
 - iii. provide a bill and receipt to the consumer for orders placed;
 - iv. subject to applicable legal requirements, maintain proper books of accounts in prescribed forms;
 - v. strictly adhere to, inter alia, the Toptime Associate Rules of Conduct.
 - d) Associate for Toptime shall not:
 - i. use misleading, deceptive or unfair trade practices for sale or recruitment of prospective Associates;
 - ii. require or encourage other Toptime Associates to purchase Toptime products or services in unreasonably large quantities;
 - iii. provide any literature and/or training material, not restricted to collateral issued by Toptime, to a prospective and/or existing Associate which have not been approved by Toptime; require prospective or existing Associates to purchase any literature or training material or sales demonstration equipment.
13. Buy-Back policy:
- a) Currently marketable&saleable products within thirty (30) days of purchase returnable and refund as per company's return policy.
 - b) No Return/ Refund is permitted after thirty (30) days of products purchased in any circumstances.
14. Termination of the Associate Contract.

- a) In the case of non-performance by the Associate for the continuous two years, Toptime Network Pvt. Ltd. will issue a notice of Termination to the Associate. If the said Associate wishes to ask the company to review the decision to terminate, Associate shall make such a request to the company in writing within thirty (30) days of notice of termination. If the company does not receive such a request within thirty (30) days period, the termination will automatically be deemed final.
- b) Associate may terminate Associate Contract in following situations :
- i. The Associate may without assigning any reason, after giving 30 days written notice to Toptime, on corporate office address, terminate this Contract and this Contract would be terminated automatically after the expiry of 30 days period. An Associate shall not be entitled to purchase Toptime products or services upon serving the notice and the Associate shall clear all its outstanding dues and perform all its obligations during the 30 day notice period.
 - ii. Toptime may from time to time amend any of the documents comprising the Associate Contract through notice on its website, www.toptimenet.com. If the Associate does not agree to be bound by such amendment(s), he/she/they may terminate the Associate Contract with immediate effect by giving a written notice to Toptime. Otherwise, the Associate's continued relationship with Toptime constitutes an affirmative acknowledgment by the Associate of the amendment(s), and his/her/their agreement to be bound by the same.
- c) Toptime may immediately suspend the Associate's unique AssociateID number, profile/account and terminate this Associate Contract by providing 30 days' notice ,in any of the following cases :
- i. the Associate violates the provisions of the Associate Rules of Conduct;
 - ii. for non-holding or expiry of valid licences as required to be held by Associate as per the terms and conditions of Toptime and any other laws of the land.
 - iii. for the breach of any provision hereof including but not limited to non-compliance to Responsibilities & Obligations under of the Associate Rules of Conduct;
 - iv. for the breach of Direct Selling guidelines published by the Government of India or any State Government;
 - v. misrepresentation by the Associate to any consumer or prospective Associate;
 - vi. any form of defamation or misinformation by the Associate against Toptime or its Directors or employees.
 - vii. due to legal, regulatory or other developments that require material operational changes within the Territory, in which case Toptime may, if regulatory conditions allow, endeavour to restructure the Associate Contract terms with the Associate on such terms & conditions as are then practical and legally permissible.
 - viii. In case no sales made by the Associate for period specified in government guidelines /regulations/laws, Toptime shall terminate the Associate contract as per the prevailing guidelines /regulations/ laws.
 - ix. For breach of Entity Agreement by the Non-individual legal entities.
 - x. If Associate unilaterally deviates from the business plan of Toptime or propagates false and misleading business propositions and plans.
- d) The notice for termination by Toptime to Associateserved through electronic media, email/WhatsApp,SMS, post or courier shall be proper and valid service.
15. Limitation on Liability: Toptime's liability, whether as per this Associate Contract or otherwise, arising out of or in connection with this Associate Contract shall not exceed: the total commission earned by the Associate during weekly Payout circuit immediately preceding the date of the dispute.

16. The Parties further agree that the Associate shall indemnify the Company in the event of any losses, damages, loss of profits, litigation caused to the Company by any causes that can be attributable to the Associate, the said causes including but not limited to improper maintenance of the products provided by the Company, negligent handling of products, selling and maintaining products post their expiry dates, breach of Associate Rules of Conduct etc.
17. Force Majeure: In no event shall either parties be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that both parties shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.
18. Severability: If any provision of these Terms and Conditions is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.
19. Dispute Settlement: The parties shall endeavour to settle any dispute or difference arising out of or in connection with the Associate Contract through mutual discussions within 30 days of such dispute arising. The Associate agrees that in the event it is not satisfied by any decision of Toptime , or in the event that any issue raised by the Associate has remained unresolved for a period of more than two months, and / or during the subsistence of this contract or upon or after its termination, any issue or dispute that the Associate may have regarding the interpretation or operation of the clauses of this arrangement or any issues arising there from shall be referred to Grievance Redressal Committee set up by Toptime. Any dispute, difference or claim remaining unresolved post reference to the Grievance Redressal committee shall be submitted to a Sole Arbitrator to be appointed mutually by the parties under the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be at Mumbai, language of Arbitration shall be English and the award of the Sole Arbitrator shall be final and binding on all Parties. Subject to the above, courts at Mumbai shall alone have jurisdiction in relation to the Associate Contract and matters connected here to.

Governing laws: The Associate Contract and all questions of its interpretation shall be in accordance with the laws of the Republic of India, without regard to its principles of conflicts of laws. The Associate agreement is civil in nature and hence, it is to be governed and construed in accordance with the Indian Contract Act, 1872, the Code of Civil Procedure and other applicable laws of India.

NOW BOTH PARTIES HEREIN SUBSCRIBE AND SET THEIR RESPECTIVE SIGNS AND SEALS AS UNDER:

TOPTIME NETWORK PVT LTD

TOPTIME