

Salt Lake Electronics Complex, Sector V, Bidhannagar, Kolkata - 700091.

Signature of the Applicant & Date

INDEPENDENT DISTRIBUTOR(S) APPLICATION FORM

APPLICANT INFORMATION

Individual Sole Proprietorship* Partnership Firm* Private Limited Company* (*If any of the boxes is check, please provide relevant documentation)
Applicant's Name / Entity Name :
(IN BLOCK LETTERS)
Father's Name / Husband's Name :
(IN BLOCK LETTERS)
Gender: Male Female Applicant's Date of Birth: / Applicant's PAN ID:
Mailing Address:
City : State :
Pin Code : E-mail ID:
Contact Details (Please Mention with STD Codes) :
Residence Number Mobile Number
Shipping Address:
City: Pin Code:
Applicant's Bank Account Details:
Bank Name : Branch Name :
Account Number : IFS Code :
NOMINATION DETAILS
Name : Relation :
Address :
Date of Birth : /
SPONSOR INFORMATION
Sponsor Name : Sponsor Code :
Sponsor Phone Number :
By signing below I acknowledge that I have read the terms and conditions and agree to be bound by them. I certify that the information provided herein is correct to the best of my knowledge.

Important

SG COMPUTECH LTD. INDEPENDENT DISTRIBUTOR(S) AGREEMENT

This agreement including the Independent Distributor(s) Applications overleaf ("Agreement") is fully completed, signed and accepted by the Applicant(s) "Independent Distributor(s)" and sets out the terms and conditions between SG Computech LTD. and the Independent Distributor(s) appointing him/her as an "Independent Distributor(s)" of SG Computech LTD., the Independent Distributor(s) may, on a non-exclusive basis purchase from SG Computech LTD., resell, distribute and market S. G. COMPUTECH LTD. products in the territory of India or use them for personal consumption. In accordance with the terms and conditions herein, the Independent Distributor(s) hereby submits its independent distributor(s) application and agrees to comply with the following terms and conditions at all times, subject to which the Independent Distributor(s) acknowledges that it is being made an independent distributor of SG Computech LTD..

- 1. If the Independent Distributor(s) is an individual, he/she shall be a major i.e. he shall have completed 18 years of age. If the Independent Distributor(s) is a proprietor/private company/partnership firm, Independent Distributor(s) has to submit a copy of the firms or company's registration certificate/partnership deed/articles of association and memorandum of association at the time of executing this Agreement.
- 2. The Independent Distributor(s) shall purchase a SG Computech LTD. products. Independent Distributor(s) who register online should send their Independent Distributor(s) Agreement along with the relevant documents by courier/email to SG Computech LTD.'s corporate office and the Independent Distributor(s) Agreement should reach SG Computech LTDs Corporate office within seven (7) days from the date of login, failing which the membership code will be deactivated. SG Computech LTD. may reject this Agreement including your application 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 application will be subject to rejection. This agreement becomes effective from the date of acceptance of this Agreement by SG Computech LTD. The date of acceptance of the Agreement shall be the date on which SG Computech LTD. sends a welcome letter to Independent Distributor(s).
- 3. The Independent Distributor(s) shall submit the self attested Permanent Account Number ("PAN") card photocopy along with the executed Agreement at the time of registration, failing which no pay outs will be released. The Independent Distributor certifies that the PAN number shown on the overleaf is his/its correct PAN number. The Independent Distributor(s) acknowledges and understands that his bank account number, bank name, branch of the bank, IFS Code must be completely and correctly mentioned on the overleaf, failing which SG Computech LTD is not obliged to make any online transfer or payouts.
- 4. The Independent Distributor(s) hereby confirms that he/she has entered into this Agreement as an Independent contractor. Nothing in this Agreement shall establish an employment relationship, or any other labour relationship between the Independent Distributor(s) and SG Computech LTD, and nothing shall establish the Independent Distributor(s) position as procurer, broker and commercial agent, contracting representative or other representative of SG Computech LTD. When purchasing and selling SG Computech LTD, products, the Independent Distributor(s) shall act as an Independent vendor, acting in his/her own name, at his/her own responsibility and for his/her own account. The Independent Distributor(s) is and shall be liable to pay all applicable central or state income taxes, including any employment taxes, value added taxes, services taxes or tax deducted at source as applicable under law.
- 5. The Independent Distributor(s) acknowledge and agrees that the relation between SG Computech LTD. and the Independent Distributor(s) and his/her activities shall be governed by an addition to this Agreement by the Business plan the policies and procedures of SG Computech LTD. which shall be deemed to be incorporated herein and he/she/it shall abide by the terms and conditions of the Business Plan, the Policies and Procedure and/or the price List, at its sole discretion and that all such changes shall be binding upon the Independent Distributor(s). All changes to this Agreement, Business Plan, the Policies and Procedures and/or the Price List shall become effective upon the earlier of, the same being reflected (I) on SG Computech LTD.'s website; or (ii) in any information sent to the Independent Distributor by SG Computech LTD. The continuation by the Independent Distributor(s) of S. G. COMPUTECH LTD. business and the Independent Distributor's acceptance of payout from SG Computech LTD.'s shall constitute a deemed acceptance of any and all amendments to the Agreement, Business Plan and/or the Policies and Procedures.
- 6. The Independent Distributor(s) will not mislead/induce/compel any person with false statement/promise to join SG Computech LTD. or to purchase products. The Independent Distributor(s) shall not sell any SG Computech LTD. product for a price exceeding the maximum retail price mentioned on such product.
- 7. The payouts to the Independent Distributor(s) shall be as per the "SG Computech LTD. shall deal exclusively with the primary applicant in respect to all business matters and also pay the payouts and/or any other incentives to and in the name of the primary applicant. The login pin and the password issued to the Independent Distributor(s) for generating the membership code cannot be replaced/exchanged under any circumstances. The Independent Distributor shall strictly comply with the confidentiality obligations provided under the Policies & Procedures of SG Computech LTD..
- 8. All Payments must be made by a demand draft / cheque in favour of M/s. SG Computech LTD. Payable at Kolkata. Cash payments can only be accepted at corporate office of SG Computech LTD..
- 9. The Independent Distributor(s) may at his discretion terminate this Agreement by giving prior notice of 30 Days to SG Computech LTD.. SG Computech LTD. may at its absolute discretion immediately suspend/terminate this Agreement and thereby terminate the Independent Distributor(s) from doing the SG Computech LTD. business. Upon termination of this Agreement for whatsoever reason, the Independent Distributor(s) acknowledges and agrees that he shall not: (I) be entitled to return any products that may be in his possession nor claim a refund from SG Computech LTD.; (ii) disturb or adversely influence, whether directly or indirectly, the existing process of SG Computech LTD. including but not limited to the other distributors and customers of SG Computech LTD. in any manner whatsoever; (iii) use the name of SG Computech LTD. in any manner; and/or (iv) make any false claims against SG Computech LTD. or any of its employees/representatives. If an Independent Distributor(s) is willing to rejoin he/she may be readmitted by SG Computech LTD. after the completion of a period of six (6) months from the date termination of this Agreement.
- 10. All disputes and claims relating to SG Computech LTD., this Agreement, the Business plan, the Policies & Procedures of SG Computech LTD. or its products and services, the right and obligation of an Independent Distributor(s) of SG Computech LTD. or any other claims or causes of action related to the performance of either in this Agreement or the Business Plan or SG Computech LTD.'s Policies and procedure shall be settled totally and finally by arbitration to be held in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Kolkata and the proceedings shall be conducted in English and the sole arbitrator will be appointed by SG Computech LTD. The decision of the arbitrator shall be final and binding on the parties. Each party to the arbitration shall be responsible for its own cost and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of this Agreement. Subject to arbitration, as mentioned above, jurisdiction in respect of any and all disputes arising out of or in relation to this Agreement, the Business Plan and/or the Policies & procedures of SG Computech LTD. shall vest exclusively in courts at Kolkata
- 11. The Independent Distributor(s) agrees to indemnify and hold SG Computech LTD. harmless from and against any and all claims, damages, costs, expenses, including attorney's fees, arising out of his/her/its actions or conduct or that of its employees and agents which may have a direct or indirect adverse impact on SG Computech LTD., its agents, personnel, employees, directors or any other person associated or connected with it. SG Computech LTD. shall not be liable for any incidental or consequential damages caused by any breach, cancellation or suspension of this Agreement, whether or not the possibility for such damages was known to SG Computech LTD.. The Independent Distributor shall strictly comply with the confidentiality obligations provided under the Policies & Procedures of SG Computech LTD..
- 12. SG Computech LTD. shall not be responsible for delays and failures in performing its obligations due to circumstances beyond its reasonable control, such as strikes, labor difficulties, riots, ear, fire, death, curtailment or interruption of a source of supply, government decrees or orders or any other force majeure events.
- 13. If any provision of this Agreement as it currently exists or as may be amended is found to be invalid, illegal, or unenforceable for any reason, only the invalid provision will be severed from this Agreement; the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, illegal, or unenforceable provision never comprised a part of this Agreement. In the event of any conflict of the terms and conditions of this Agreement and the terms and conditions of the policies and Procedures of SG Computech LTD., to the extent only of such terms and conditions, those of this Agreement shall prevail over those of the Policies and Procedures of SG Computech LTD.