

By the following contract, an agreement has been reached between ZINZINO Health Products India Private Limited, S-327, Lower Ground Floor, Greater Kailash - II, 110048, NEW DELHI, South Delhi, Delhi, India (hereafter referred as "Zinzino" or the "Company") and an Independent Partner (hereafter referred as "IP") specified on the opposing page.

1 Introductory stipulations and the extent of this contract

1.1 The IP is hereby granted non-exclusive rights to market and sell ZINZINO's products and services in accordance with the ZINZINO's Marketing Rules & Ethics, ZINZINO Compensation Plan, Code of Ethics set by Seldia (seldia.eu), terms stipulated in this contract, directions given on ZINZINO Partner webpage and in other communication of ZINZINO.

1.2 The IP is hereby, according to this contract, entitled to independently choose form, method and mode of business and to decide the appropriate time to locate his business. The IP undertakes to follow the ZINZINO's Marketing Rules & Ethics, ZINZINO Compensation Plan, Code of Ethics set by Seldia (seldia.eu), terms stipulated in this contract, directions given on ZINZINO Partner webpage/BackOffice and in other communication of ZINZINO.

1.3 The IP, hereby confirms that he or she has read and understood the terms of this contract the ZINZINO's Marketing Rules & Ethics and ZINZINO Compensation Plan. The ZINZINO's Marketing Rules & Ethics, and ZINZINO Compensation Plan are both part of this contract through this reference and as such they combine with this contract to make up the settlement between ZINZINO and the IP.

1.4 The IP is aware that there are no guarantees regarding income, profit or success for the IP, and that sponsors of ZINZINO or the IP do not offer any profit guarantees, or other promises in terms of expected income from the IP's business according to this contract.

1.5 ZINZINO hereby reserves the right to, at any given time, carry out modifications in this contract, the Compensation Plan, the Marketing Rules & Ethics, procedures, wares, services, prints and prices by informing the IP about it either via voice, or in writing, via e-mail, the ZINZINO communication system, newsletters, the ZINZINO webpage (zinzino.com) or BackOffice. Should the IP continue to sell and/or promote the ZINZINO products or services, or forward ZINZINO's business ideas after announced changes in the terms of this contract, the Compensation Plan or the Marketing Rules & Ethics has been executed, the IP will be considered to have approved the new versions of this contract.

1.6 You must be of legal age in order to enter into this agreement. Zinzino does not recognise an agreement where a minor has signed an agreement with the guardian's and I have read thru all the terms and conditions below and also all these terms have been verbally explained to me by a competent person of legal age.

1.7 Online sales and marketing. Only a ZINZINO Partner with a signed online sales contract is authorized to sell Zinzino products online at our retail price as the lowest price. Unauthorized sales in breach and violation of our partner contract, marketing rules and regulations will be given a penalty of 5000 euro per case and/or a termination of the Zinzino partner contract.

1.8 The IP is of legal age and sound mind and will comply with all central, state, and local laws, ordinances, rules, and regulations and shall make all reports and remit all withholdings or other deductions as may be required applicable laws.

2 The legal standing of the partners concerned

2.1 The IP neither is, nor has right to act as an agent or representative of ZINZINO's, and therefore has no authorization to make any undertaking or agreement on behalf of ZINZINO.

2.2 Unless otherwise specified in a written agreement reached between the parties, neither party is entitled to bind, represent or to act on behalf of the other party, except in the terms specifically expressed in this contract.

2.3 Neither party will be held responsible for actions taken by the other party, its employees, retail dealers or agents.

3 Potential taxes and other fees

3.1 The IP liable for payment of all taxes and fees requisite for the IP's business, such as lawful income tax, social insurance contributions and, where applicable, value-added tax (GST).

3.2 In instances where the IP is liable to pay GST; the IP is obliged to present ZINZINO with a copy of the company's proven GST-registration.

3.3 It is the duty of the IP to notify ZINZINO about any changes in the IP's liability to pay GST or other taxes. The IP is obliged to notify ZINZINO within 14 days of the occurred change.

4. The general undertakings of the IP

4.1 Marketing and sales of ZINZINO's products and services must be carried out in a legally, ethically and morally correct manner and the IP shall not make any misleading statements about ZINZINO's products and services or regarding the state of affairs between ZINZINO and the IP. The IP is hereby bound to follow Marketing Rules & Ethics as published in the BackOffice and follow the Code of Ethics set by SELDIA (seldia.eu) and further more the IP shall at all times display a flawless and professional behaviour in relation to future clients and new dealers. Should the IP act in violation of the stipulated ZINZINO Marketing Rules & Ethics or the Code of Ethics set by SELDIA, ZINZINO is entitled to give notice of termination of this contract with immediate effect according to item no 19.3 of this contract.

4.2 The IP is not entitled to enter into agreements on IP's own behalf or on ZINZINO's behalf.

4.3 The IP is liable to keep accounts of his business. Such accounts must be kept in accordance with the law and applicable principles of accounting. The IP is obliged to hold such permits, licenses and similar documentation, required of the IP in order to run his business.

4.4 When marketing and selling ZINZINO products and services, the IP should endeavour to sell the services and products to clients who are not already part of the ZINZINO network.

4.5 When representing ZINZINO, the IP is only allowed to use printed matter produced by ZINZINO. Representing ZINZINO includes educating subcontractors and/or making any pledges regarding ZINZINO's products or services. Should the IP wish to use other marketing materials, the material in question must be submitted, in writing, to ZINZINO for approval. ZINZINO will then inform the IP, in writing, whether or not the IP is allowed to use the material in question when marketing ZINZINO's products and services.

4.6 When marketing ZINZINO's products, the IP is not allowed to convey any information; make any claims; give any guarantees or enter into any engagements other than those stated in ZINZINO's own marketing material.

4.7 Without permission from ZINZINO, the IP is not allowed to make any statements regarding ZINZINO's business, organization or business activities, regardless of the veracity of such statements. Should the IP spread rumours, regardless of their veracity, about ZINZINO's organization, business activities, present or future, ZINZINO is entitled to give notice of termination of this contract with immediate effect in accordance with item 19.3 in this contract.

4.8 The IP must not build a stock of products. Of the products received from ZINZINO, at least 70 % must be sold or consumed within 30 days of arrival. ZINZINO is entitled to request and receive information proving that the IP's stock in retail is within the above stipulated limitations.

5 ZINZINO's general undertakings

5.1 Regarding the products deliver to the IP, ZINZINO is obliged to furnish the IP with correct information regarding all products and services from ZINZINO, or ZINZINO's suppliers.

5.2 ZINZINO undertakes to produce marketing materials to be used by the IP when marketing ZINZINO's products.

6 Sub-distributors

6.1 The IP who recruits sub-distributors undertakes to make sure that the new sub-distributor arrives at an agreement with ZINZINO.

6.2 The IP must guide, instruct and provide support for his recruited sub-distributors. The IP furthermore undertakes to regularly inform, in writing and viva voce, these sub-distributors concerning ZINZINO's services, products and methods of work.

6.3 When recruiting sub-distributors, the IP is not entitled to make any commitments regarding level of income, the possibilities of recruiting other sub-distributors, or the possibility of gaining sponsorship and support off other distributors in ZINZINO's network.

7 Commissions/remuneration

7.1 The IP is entitled to commission for

(i) the sales to customers to whom the IP has sold ZINZINO's products or services ("Commission")

(ii) the sales generated by sub-distributors recruited by the IP, partly through their own sales and furthermore through the sales of their sub-distributors in turn and so on and so forth according to ZINZINO's Compensation Plan. ("Team Commission").

7.2 Commission is determined in accordance with the ZINZINO Compensation Plan, which is an integral part of this contract.

7.3 Commission is considered earned when the risk of the goods on which the compensation is based has passed to the final recipient.

7.4 In a case where the IP does not keep a Business Centre active, in accordance with the Compensation Plan, the IP will no longer be entitled to Team Commission generated from that inactive Business Centre.

7.5 Should one of the sub-distributor s recruited by the IP, or one of the distributors in IP's Downline resign their contracts with ZINZINO, or if his contract should expire for another reason, and the distributor receives refunds from ZINZINO, the IP will be obliged, at request from ZINZINO, to refund commissions and bonuses the IP has received from the sales of products and services thus returned. However, the IP is not obliged to return commissions disbursed earlier than 90 days before ZINZINO's demand for refunds as described above. The IP hereby grants ZINZINO the right to settle these refund debts per contra from the IP's due commissions.

8 Prices and payment

8.1 The IP is obliged to pay the stipulated price, published on ZINZINO's webpage, for ordered products and services

8.2 Payment is due when the order is made.

8.3 Should the IP fail to make payment in accordance with the terms stipulated above, ZINZINO is entitled to settle debt per contra at the equivalent amount from the IP's due commission. Should the IP lack any due commission, ZINZINO is entitled to give notice of termination of this contract with immediate effect.

9 Products and Services

9.1 The products and services the IP may offer for sale, appear on the ZINZINO webpage.

9.2 ZINZINO hereby reserves the right to, at any given time, change products or services; carry out modifications in the line of products and services; or cease selling a product or a service.

9.3 ZINZINO does not insist on any set quantity of products or services being bought by the IP, besides the Partner License Pac.

9.4 Deliveries sent to you as a Partner but then are not accepted, collected or not picked up by you from the transportation company are returned to Zinzino. Each delivery is kept for a maximum period of 6 months after which they are discarded. You are not entitled to any compensation (products or money) for discarded products.

9.5 As Partner you are highly recommend to use the company's common communication channels as for example Backoffice and subscribe to our Partner newsletters, in order to take advantage of our upcoming campaigns, special offers and the latest company news.

10 Unlawful recruiting

10.1 The IP hereby binds himself to, during the period of the contract to refrain from excreting any influence on any person, juridical or artificial, who is already a distributor in ZINZINO's network, regardless if the person is active or passive, or to partake in activities in any other network-marketing company or any company involved in competing business.

10.2 Should the IP engage in unlawful recruiting, as stipulated above, ZINZINO is entitled to give notice of termination of this contract with immediate effect in accordance with item 19.3 in this contract. When notice of termination is given due to unlawful recruiting, all of the IP's due Commission and Team Commission will be forfeited.

11 Intangible assets

11.1 The IP is not allowed to modify the IP material and any marketing material which is provided by Zinzino in line with the Zinzino Marketing Rules & Ethics. The IP is not allowed to use any Zinzino trademark for own marketing or selling purposes and is not allowed to register Zinzino trademarks on behalf of the company.

11.2 The IP is obligated to refrain from inflicting damage which may jeopardize ZINZINO's rights to use The Trademarks in connection with its marketing of ZINZINO's products and services. The IP must furthermore refrain from any actions which may damage ZINZINO's goodwill or its products.

11.3 ZINZINO is entitled to give notice of termination of this contract with immediate effect in accordance with item 19.3 in this contract, should the IP use The Trademarks in violation the Marketing Rules & Ethics or this contract.

12 The media and the press

12.1 The IP is not entitled to make any statements in the press, radio, TV, any piece of printed matter, or in any other means of communication about ZINZINO's products or services on behalf of ZINZINO. Should the IP be approached by any of the above mentioned media, the IP is obliged to refer them to ZINZINO.

12.2 Should the IP, without prior permission from ZINZINO disclose information according to item 12.1, ZINZINO will be entitled to give notice of termination of this contract with immediate effect in accordance with item 19.3 in this contract.

13 Secrecy

13.1 The IP is hereby bound, during the period of validity of this contract and 12 months thereafter, not to disclose any information which may be regarded as ZINZINO's trade secrets, or other confidential information, such as ZINZINO's network structure, which has been brought to the IP's knowledge through the IP's marketing and sales according to this agreement. The IP has no right to use any such information in a manner which could be potentially harmful to ZINZINO.

13.2 To the extent that the IP has employees, the IP is obliged to take all necessary precautions to ensure that none of the above mentioned information is revealed to any person not directly connected with ZINZINO, by the IP's employees.

13.3 The obligation to preserve secrecy according to this item of the contract will not be applicable should the Confidential Information in question be a matter of common knowledge at the time when the IP partook of it, or if the Confidential Information became widely known after the time mentioned, and not due to any action taken by the IP or on part of the IP.

13.4 With the cessation of this agreement the IP is obliged to return all samples, notes, memos or information about trade secrets or confidential information belonging to ZINZINO (including copies of the Network structure), in his possession, which the IP has worked out or compiled during the validity of this contract. The IP hereby accepts such notes, memos and information to be the property of ZINZINO.

14 Prohibited competition

14.1 The IP is hereby bound during the validity of this contract, not to directly or indirectly sell or offer services provided by ZINZINO itself or through an agent without written permission from ZINZINO.

14.2 The IP is hereby bound during the validity of this contract and a period of 90 days thereafter, not to enter into any marketing agreement with any of ZINZINO's suppliers, of either services or products.

14.3 The IP is hereby bound during the validity of this contract and a period of 90 days thereafter, not to enter into employment, or to become a representative of, or in any other way become associated with any other network company, direct marketing company or other competitive business.

14.4 Should the IP act in violation of item 14, the end result will be that ZINZINO is entitled to give notice of termination of this contract with immediate effect in accordance with item 19.3 in this contract.

15 Limited liability

15.1 Both parties concerned accept that this contract is not entered into based on any undertakings, promises, guarantees, or utterance (written or viva voce) of any kind by the other party, with the exception of the what is expressly stated in this contract.

15.2 ZINZINO disclaims any responsibility for direct or indirect losses or damages of whatever kind due to for instance delayed delivery, defects in products or services or other action or omission, regardless if these are assignable to ZINZINO or its suppliers.

15.3 The IP will hold ZINZINO and its suppliers indemnified and free from all demands due to losses, damages or costs, including lawyer's fees, which may arise as a result of actions taken by the IP in violation of this contract.

15.4 Should damage which legitimates claims for compensation arise, ZINZINO will be entitled to withhold the IP earned commissions up to a sum equal of the cost of the damages inflicted by the IP.

16 Fraud

Should the IP be engaged in so called fraud the end result will be that ZINZINO is entitled to give notice of termination of this contract with immediate effect in accordance with item 19 in this contract. Fraud implies that a customer is affiliated to a service or product provided by ZINZINO or its subcontractors without the customers knowledge or consent.

17 Personal data

ZINZINO is responsible for, and the legitimate owner of lists of customers and distributors. ZINZINO is duty bound to handle collected personal data in accordance under the Personal Data Protection Bill 2019.

18 The period of the contract and notice of termination

18.1 This contract is valid starting the day the IP, via ZINZINO's web-page, accepts this contract, and until further notice.

18.2 The IP is entitled to give notice of termination of this contract and the cancellation will come into effect after a period of notice of 30 days.

18.3 ZINZINO is entitled to give notice of termination of this contract and the cancellation will come into effect after a period of notice of 30 days.

18.4 The notice of termination must be performed in writing, and sent to the latest updated postal address communicated to the other party, and the period of notice will extend from the date when the notice of termination was posted.

19 Premature notice of termination

19.1 Each party is entitled to terminate this contract within 14 days by registered mail to the other party. OP has within this period then right to full compensation.

19.2 Each party is entitled to terminate this contract with immediate effect should the opposing party suspend payments; have a bankruptcy petition filed against him; have entered into compound negotiations with his creditors; or in any other aspect be presumed to have become otherwise insolvent.

19.3 ZINZINO is entitled to terminate this contract with immediate effect:

- (i) should the IP engage in unlawful recruitment according to item 10 Unlawful recruitment;
- (ii) should the IP use The Trademarks in violation of item 11;
- (iii) should the IP act in violation of item 16 and engage in so called slamming;
- (iv) should the IP enter into prohibited competition as stipulated in item 14;
- (v) should the IP fail to make payment for ordered products and services according to item 8;
- (vi) should the IP, without consent from ZINZINO, make statements or spread rumours in violation of item 4.7;
- (vii) should the IP act against the law or in violation of ZINZINO's Marketing Rules & Ethics or the Code of Ethics set by SELDIA according to item 4.1;
- (viii) should the IP, without ZINZINO's permission pass on information according to item 12.1.

19.4 Should ZINZINO be entitled to give notice of termination of this contract with immediate effect, in accordance with item 19 in this contract, ZINZINO may instead choose to exclude the IP from him position in the ZINZINO Network, awaiting the attainment of a final settlement. In addition, ZINZINO is entitled to withhold due commissions from the IP until a settlement had been attained.

20 Consequences of a termination of the contract

20.1 When notice of termination has been given

(i) the IP is obliged to return bought products (including the sales material and other marketing, and teaching material) provided that these are marketable. (Have not been used, opened or tampered with in any way and have not passed the expiry date and are still marketed by Zinzino in its catalogues).

(ii) the IP is entitled to a 90 % refund, of the price charged on returning goods purchased from ZINZINO, if the termination of this contract takes place within 12 months after receiving first order.

(iii) within 30 days of the notice of termination, the IP has the right to cancel orders of yet undelivered products or services.

20.2 The condition of said right to cancel undelivered orders according to item 20.1 is laid down on condition that the IP must claim the refund within 14 days of the notice of termination.

20.3 ZINZINO is obligated to disburse sums according to item 20.1 (ii) within 30 days of the notice of termination.

20.4 The IP is liable for payment of all costs (including freight charges) in connection with the return of products according to item 21.1 (i).

20.5 At the termination of this contract, the IP shall make payment for the products and services ZINZINO has delivered to the IP, and which the IP has not returned according to item 20.1 (i).

20.6 The IP is not entitled to any compensation from ZINZINO when this agreement has ceased to be valid.

20.7 At the termination of this contract the IP is obliged to return all samples, notes, memos or information about trade secrets or confidential information belonging to ZINZINO (including copies of the Network structure), in his possession, which the IP has received, worked out or compiled during the validity of this contract. The IP hereby accepts such notes, memos and information to be the property of ZINZINO.

20.8 Upon termination of the agreement, there is a six month waiting period (current agreement plus six full calendar months additional) from the receipt of this notice. During this time, the independent partner is not allowed to work at all within Zinzino, whether direct (individual or business) or indirectly (through agents or the like). The independent partner must not in any way try to influence the independent partners business in or with Zinzino.

21 Passivity

21.1 The omission of either party, to either utilize rights according to this contract, or to omit to call attention to a certain circumstance relating to the contract, will not involve the party being deprived of his rights in said respect.

21.2 Should either party choose not to exercise his rights, or to omit to call attention to a particular circumstance, such a relinquishment of rights should in each single instance be performed in writing.

22 Assignment

Without prior written consent from ZINZINO, the IP is not entitled to, wholly or in part, pawn or assign, to a third party, his rights and/or duties according to this contract.

23 Inapplicability of conditions

Should a condition in the contract, wholly or in part, be inapplicable, the contract in its entirety will not be declared invalid. Instead, reasonable modification of the contract will ensue to the extent the inapplicability essentially influences either party's profits or capacity according to the agreement.

24 Settlement of civil case

The parties consent to jurisdiction and venue before courts in Delhi for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue.

25 Selfbilling

In cases where the IP runs his own registered business, ZINZINO will draw up the invoice which is to be the basis of disbursement of commissions, so called self billing. When self billing is employed, the invoice must be approved by the IP. The invoice will be presumed to be approved if the IP does not notify otherwise to ZINZINO via support.in@zinzino.com within six days of the issuing of the invoice.

26 Return and buyback Policy

26.1 The company provides a 30 days product return and buyback policy on its products from the date of dispatch of the products subject to the following conditions:

- (i) replacement, in case the goods are damaged in transit;
- (ii) full refund, in case the Zinzino Partner cancels contract during cooling off peri;
- (iii) full refund if the goods are found to be of inferior quality;
- (iv) Refund of amount minus packing and forwarding charges if the goods are not required by the Zinzino Partner;

27 Promotional materials

27.1 I authorize Zinzino to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

28. Agreement

28.1 A faxed or electronic copy of this agreement shall be treated as an original in all respects.