



Form No.

Address:- 206, 207 Orbit Industrial Estate, Behind Inorbit Mall Mind Space, Link Road Malad (W) Mumbai- 400064

DISTRIBUTOR APPLICATION FORM

Agency Name:.....

Contact Person:.....

CONTACT DETAILS

Address:.....

City:..... Pin:.....

STD: Tel-1:

Mobile:..... Tel-2:

E-mail:..... www:

INTERFACE DETAILS

Have you purchased a domain yet? Yes No

Enter Domain Option-1:.....

Enter Domain Option-2:.....

Enter Domain Option-3:.....

Enter Domain Option-4:.....

I herewith confirm that above information are correct and I have read the terms & conditions printed overleaf and I agree and abide with them .

.....
Signature:

.....
Date :

.....
Place:

BANK DETAILS

Account Title:..... Bank Name:.....

Account No.:..... Branch:.....

FOR OFFICE USE ONLY

Amount Rs/-:..... Mode: Cheque DD Cash

Cheque/ DDNo: Drawn On:.....

Collected By:..... Signature:.....

Cleared On:..... Verified By:.....

Form No:..... Date: Place:

Sent for Processing On:..... By:.....

Terms and conditions for appointment as Multilink Business Associates

These terms and conditions for appointment as Multilink Business Associates ("Terms and Conditions") shall apply to and govern the commercial arrangement between Multilink (MOS Utility (I) Private Limited) and the Multilink Business Associates. These Terms and Condition and any attachments hereto represent the entire agreement between Multilink and the Multilink Business Associates and no changes to the same are binding unless they are in writing and signed by Multilink's authorized representative.

The Multilink Business Associates acknowledges that it has read and understood these Terms and Conditions at the time of making an application to Multilink for Multilink Business Associates.

Multilink is in the business of facilitating/distributing/marketing/providing of product(s)/service of various service providers to enable them to expand the distribution networks for the services provided by them.

The Multilink Business Associates has understood the business model and aware that Multilink is just a facilitator and distributor of products and services and does not own such services or products by itself hence Multilink shall not be held responsible for any claim from "Multilink Business Associates" or "Multilink Business Associate's Customer". Multilink will try its best efforts to make available the services and products, however, shall not be liable and responsible for any deficiency of such services and products. Multilink further use its best efforts to provide the services uninterrupted and best quality, however, technology systems are prone to interruption for upgradation, maintenance, break down or either service providers' system or Multilink system.

Upon satisfactory activation of Multilink B2B Portal and B2B2C Portal, (which ever is applicable) Multilink business associates should not make offline transactions and/or no such fake/false receipts should be issued by the Multilink Business Associates for the willful fraud transaction done by the Multilink Business Associates which are not transacted through Multilink B2B Panel/ Website/portal. However, if any Multilink Business Associates is found and/or discovered doing any such malicious/wrong/willful/fraudulent acts and/or offline transactions, it shall be liable and charged for such civil/penal and Criminal acts by and under but not limited to the Indian Penal Code 1860 and Criminal Procedure Code 1973.

Multilink may, at its sole discretion and with or without consideration, provide training manuals, technology support, ongoing advice and assistance to the Multilink Business Associates and designated employees of the Multilink Business Associates, including, provision of brochures, pamphlets, charts, signboards, signage and other materials for the purposes of advertisement, promotion and marketing the Services. Any materials supplied by Multilink shall be utilized solely in relation to the provision of Services and the Multilink Business Associates shall ensure that such materials are not utilized for any other purpose.

The Multilink Business Associates shall not encroach/poach upon the areas of operation of other neighboring Multilink Business Associates appointed by Multilink or act in any manner which will prejudice the business prospects of neighboring Multilink Business Associates appointed by Multilink.

Non Refundable Registration Fee: The Multilink Business Associates shall deposit such an amount ("Registration Fees") by way of a non-refundable registration fee as per commercial terms defined by Multilink on or before the Effective Date.

Working Capital: The Multilink Business Associates shall maintain and deposit with Multilink working capital ("Working Capital") in a bank designated and intimated to the Multilink Business Associates for this purpose ("Designated Bank") which will be an interest free deposit. The Working Capital limit may be increased from time to time by way of written intimation to the Multilink Business Associates. The Multilink Business Associates shall immediately deposit such further amounts to ensure that the Working Capital is maintained at the aforementioned amounts at all times.

Commission: The Multilink Business Associates shall be entitled to commission, which shall be adjusted on an Instant Cut and pay or daily basis or monthly basis, for the provision of the Services at a rate to be intimated by Multilink to the Multilink Business Associates from time to time through its B2B portal or B2B2C Portal, either by way of credit to the Working Capital or the Multilink Business Associates may deduct the commission due to it, prior to depositing the proceeds of a transaction in the Current Account.

Prices and Discounts: All prices, charges, fees and discounts for all Multilink Services shall be determined, and may from time to time be revised, by Multilink at its sole discretion. The Multilink Business Associates shall not collect cash from the customers by offering discounts on the Services which do not have Multilink's sanction. The Multilink Business Associates shall also not provide any incentives, subsidies or do any act/omission or thing, which shall have the effect of providing incentives or subsidies on the Services. The Multilink Business Associates acknowledges that Multilink has the right to alter the prices or nullify any sales that have been entered in the portal.

Taxes: All current and/or future taxes or similar fees including without limitation value added tax, service tax and other local or municipal taxes shall be payable by the Multilink Business Associates. Multilink assumes no responsibility for the tax compliance of the Multilink Business Associates.

Costs: All costs and expenses for operation of Multilink Business Associates, including rent, electricity, telephone, staff salary, traveling, promotional activities and any other direct or indirect cost/expenses incurred in business and any other similar out-of-pocket expenses incurred in the performance of the Services shall be borne by the Multilink Business Associates.

The Multilink Business Associates shall be solely responsible

for all such personnel employed by it, including payment of wages, making of contributions under various labour laws, such as the Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Employees State Insurance Act, 1948, etc.

The Multilink Business Associates acknowledges that it shall be responsible for all acts and omissions of its employees, subordinates, agents, aforesaid assignees or other personnel engaged by the Multilink Business Associates.

No license under any patents, copyrights, trademarks or any other intellectual property rights of Multilink / its affiliates / its Service Provider(s) / third party(ies) is granted to or conferred upon by the Multilink Business Associates under this Agreement. The Multilink Business Associates shall not acquire any interest and right on the trademark(s), trade name(s), logo, etc. of other party by virtue of this Agreement and shall not use the logos, trademark without written permission of the Multilink / owner of such intellectual property. The Multilink Business Associates agrees to protect the logo of Multilink and undertake not to alter the same in whatsoever manner.

Unauthorized Access: The Multilink Business Associates shall take all necessary precautions to prevent unauthorized and illegal use of Multilink services and unauthorized access to the Multilink Business Associates Accounts provided by Multilink. The Multilink Business Associates hereby agrees that Multilink shall not be held liable and/or responsible for any wrong doings/ misappropriation/ misrepresentation/any leakage of passwords and for any liability arising due to insufficient security maintained by the Multilink Business Associates with respect to the Multilink Business Associates account. Multilink shall take all commercially viable and/or reasonable care to, ensure the security of and to prevent unauthorized access, using commercially viable and reasonable technology available to Multilink.

Fraud/fake transactions: Multilink shall not be liable and/or responsible for any fraud/fake transactions occurring from the Multilink Business Associates id by any third party. Multilink takes utmost care for encryption of the Multilink Business Associate's personal details. However, Multilink cannot control the misuse of the sensitive information like password/s once it is handed over to the Multilink Business Associates. Multilink Business Associates shall be responsible to follow standard guidelines for securing their id/password for the Multilink B2B Portal / B2B2C Portal.

During the Term continuation of this agreement, the Multilink Business Associates shall not, directly or indirectly, through any other person, firm, corporation or other entity (whether as an officer, director, employee, partner, consultant, holder of equity or debt investment, lender or in any other manner or capacity): (a) market, offer and/or perform services similar to that being developed, offered or sold by Multilink; (b) solicit, induce, encourage or attempt to induce or encourage any employee or consultant of Multilink to terminate his or her employment or consulting relationship with Multilink, or to breach any other obligation to Multilink; (c) solicit, interfere with, disrupt, alter or attempt to disrupt or alter the relationship, contractual or otherwise, between Multilink and any other person including, without limitation, any consultant, contractor, customer, potential customer, or supplier of Multilink; or (d) engage in or participate in any business conducted under any name that shall be the same as or similar to the name of Multilink or any trade name used by Multilink.

The Multilink Business Associates agrees it shall be solely liable and responsible for any deactivation/denial to use Multilink B2B Portal or Multilink B2B2C Portal by any governmental authority for its actual or alleged illegal and unlawful act.

If the Multilink Business Associates is a partnership or a company, in the event of a change in control of the partnership or company, due to a change in the partnership or change in management or majority shareholding of the company, as the case may be, the successors in interest or permitted assigns of the partnership or the company, as the case, may continue to operate the Multilink Business Associates only after obtaining Multilink's prior written consent.

Either Party hereto shall have the right to terminate the Agreement without cause by written notice of 30 days to the other Party.

Multilink shall be entitled to terminate the Appointment without notice: (a) if, by the acts or default of the Multilink Business Associates, Multilink suffers damage to its name and reputation; (b) in the event the Multilink Business Associates fails to commence operations in accordance with Clause of this Agreement; (c) the Multilink Business Associates breaches the provisions of Clause 6 (Confidentiality); (d) in the circumstance described in Clause (Force Majeure); (e) a change in control or management of the Multilink Business Associates; (f) any event that would affect the ability of the Multilink Business Associates to perform its obligations; (g) any of the directors/partners/proprietor of the Multilink Business Associates are convicted of any criminal charge; or (h) the Multilink Business Associates is certified and declared to be of unsound mind.

Multilink shall be entitled to terminate the appointment of the Multilink Business Associates by giving written notice of [7] days to the Multilink Business Associates, with or without assigning any reasons.

The right to terminate the appointment of the Multilink Business Associates under this Clause shall be without prejudice to any other right or remedy of Multilink in respect of the breach concerned, if any, or any other breach

In the event of termination of these Terms and Conditions, the Parties shall settle all claims existing between them, after reconciliation of the accounts. Thereafter, the Multilink Business Associates shall have no right or claim or entitlement of any kind of compensation or any other payment and Multilink shall not, under any circumstances, be liable or responsible, individually or collectively or fully or partly, for any kind of loss or expenses incurred by the Multilink Business Associates including any loss of profits, opportunity cost.

Governing Law: These Terms and Conditions shall be governed by, and construed in accordance with Indian law as such law shall from time to time be in effect, subject to Mumbai Jurisdiction courts only.

Dispute Resolution: The Parties shall try and resolve disputes, if any, arising under these Terms and Conditions amicably failing which the same shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any modifications or re-enactments thereof. The arbitration shall be conducted by a sole arbitrator agreed between both Parties. The venue of arbitration shall be Mumbai Only. The arbitration proceedings shall be in English. The award shall be final and binding on the Parties. The Multilink Business Associates is a business associates and relationship is created under this agreement. In no way the Multilink Business Associates is a customer of Multilink and shall not be entitled the remedy under consumer dispute Act. In the event of disputes between the Multilink Business Associates and any other operator of Multilink Multilink Business Associates, such disputes shall be resolved by an officer of Multilink, whose decision shall be final and binding.

Non-Exclusive Appointment: The Multilink Business Associates hereby acknowledges that all of the rights provided under these Terms and Conditions including area of operation, without limitation the limited license to use Multilink Intellectual Property are non-exclusive in nature and nothing herein shall be read to prejudice any right that Multilink to any other person any other right or permission to perform the activities contemplated under these Terms and Conditions.

Force Majeure: If the Multilink is prevented from performing any of its obligations under this Agreement due to any cause beyond the Multilink's reasonable control, including, but without limitation to, any act of God, fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, vandals, or hackers, major system break down and data loss beyond recoverable (a "Force Majeure Event") the time for the Multilink's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided. However, that if the Multilink is unable to cure that event within 30 (thirty) days of the Force Majeure Event ceasing, or such further time as may be granted by Multilink, Multilink may terminate the Multilink Business Associates's appointment without any compensation or damages.

Injunctive Relief: Multilink shall be entitled to injunctive relief in the event of breach of the terms of these Terms and Conditions by the Multilink Business Associates to prevent or curtail any actual or threatened breach by the Multilink Business Associates of the express provisions of these Terms and Conditions or purpose fundamental (though not expressed) to signing of these Terms and Conditions. This contract is non transferable.

Duties & Liability as Multilink Distributor:

- Multilink Distributor is permitted to appoint Multilink business Associates as the terms & Conditions written above as per the non-refundable registration fees.
- Multilink will activate the appointed "Multilink Business Associates" on complying registration procedure (include Registration fees-will be deducted from closing balance, duly signed documents as per requirements).
- Multilink Distributor will provide all possible support and service to "Multilink Business Associates" appointed by him/her.
- Multilink distributor will be responsible to maintain enough credit balance with Multilink.
- Multilink distributor will provide balance from his/her closing balance to "Multilink business associates" appointed by him/her.
- Multilink will not be held responsible for any outstanding of "Multilink business associates" managed by him/her.
- Multilink distributor shall not transfer the credit balance of "Multilink business associates" managed by him/her without consent from "Multilink business associates" or manipulate with his/her account.
- Multilink has authority of terminating contract with distributor without notice, incase found guilty of breaching terms & conditions of company or breaching company policy.

Duties & Liability as Multilink Business Associates: (White Label)

- Multilink will collect transaction amount directly into Multilink account via Credit/Debit Card or Net banking and will pass commission on transaction to "Multilink Business Associate" directly into their Multilink account as per commission structure provided by Multilink.
- Multilink has right to change commission from time to time without notice.
- Multilink will provide server for hosting, code, domain registration.
- "Multilink Business Associate" has to promote the B2B2C Portal (White Label) provided by Multilink at his/her own cost/expense & time.
- Multilink does not assure for 100% uptime.
- Duties & Liability as Multilink Business Associates: (Multishoppe)**
- Multilink will provide access to "Multilink B2B Portal" to "Multilink Business Associate"
- "Multilink Business Associate" has to promote their business at his/her own cost/expense & time.
- Multilink does not assure for 100% uptime.