

Associates Agreement

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- a. For the purpose of convenience the new user is referred to as subscriber. The subscriber availing the optional free business opportunity is referred to as an associate, or “independent channel partner”. Together/collectively they are referred to as “partners”.
- b. Bigbanyantree.com, Dewsoftoverseas.com, Dewsoftnepal.com, Planetdewsoft.com, Dewsoftacademy.com, DewSoft Overseas Pvt. Ltd. DewSoft Overseas Nepal Pvt. Ltd., DewSoft Canada Ltd. and any of its associate concerns, or wholly owned subsidiaries, and their promoters, directors, managers, employees, shareholders etc. are referred to as individually or collectively as the company
- c. The “earn while you learn” or “each one teach two” program is referred to as “the package” or “the program” or “the standard package”
- 1 Participation in the Company’s home based business is totally optional, upon being convinced of the quality of the product and services offered by the company under the “Earn while you Learn” program.
- 2 Applicant, when accepted, is called "Associate." Associate represents and warrants that Associate understands the marketing program and the compensation plan and is not relying on any representation or promise that is not contained in this Agreement or other official Company material, be it print media, video/audio media or any other form of advertisement/ promotion.
- 3 **Promises by Recruiting Associate :**
- The Company makes the promises contained in this Agreement and in other official Company material and no Associate is authorized to make any other promises to a prospective Associate. If Applicant relies on any promises made by an Associate trying to recruit him or her that are not in this Agreement and/or official Company material, and that recruiting Associate fails to keep any such promise, the Applicant shall only have recourse against such recruiting Associate and not the Company. However, in such an event, Applicant is encouraged to file a complaint with the Company. Upon receipt of such a complaint the Company will conduct such

investigation as it deems necessary and, upon validation of such a complaint, impose appropriate penalties on the offending Associate. Such action however will not result in any recovery of damages by the Applicant, which the Applicant is free to seek against the offending Associate, not the Company.

4 Associate Rights and Responsibilities:

By applying to participate in the Company's "Earn While You Learn" Program, the user is also entitled to earn incentives by referring it to others, provided he/she understands and agrees to the associates agreement. Associate understands that Associate will be bound by the terms hereof. After doing 02 sales of the package, Associate will be eligible to collect incentives on all levels of the Business Center, provided he/she is working actively in promotion of the company products and services. Associate understands that to earn incentives in the Program, Associate is responsible for generating business for his/her self and the Company. To do this, Associate will personally promote others in the program, will build his or her Sales team and will contact prospects by phone and in person and attend/conduct local meetings, seminars, road shows, in different regions himself. Associate is responsible for educating and training those referred by him on usage of company products, and services. In case he chooses to avail the optional business opportunity to promote the company products and services, the education and training for the same shall also be done by the Associate at his own cost.

5 Reimbursement and Incentive Policy

- a. Associates /Channel Partners designated Crown Ambassadors and above, shall be eligible for reimbursement of expenses, including outstation lodging, traveling, petrol, seminar expenses, and expenses incurred in training of subscribers and channel partners, calculated and capped @ 100% of their weekly incentive. The same shall be paid weekly together with their weekly incentive. To avail the same, the channel partners must keep all his bills and other expenditure statement open to audit at all times for the company personnel to inspect. Discrepancies if any, in the amount payable and actual expenditure incurred, shall be adjusted in the incentives or reimbursed later. However not all Crown Ambassadors are eligible for this policy, the company's decision in this regard is final.
- b. For Development of business in new areas, above Associates/ Channel Partners shall be eligible for reimbursement of expenses, including outstation lodging, traveling, petrol, seminar expenses, and expenses incurred in training of new subscribers and channel partners, calculated and capped @ 100% of their weekly incentive. The same shall be paid weekly together with their weekly incentive. To avail the same, the channel partners must keep all his bills and other expenditure statement open to audit at all times for the company personnel to inspect. Discrepancies if any, in the amount payable and actual expenditure incurred, shall be adjusted in the incentives or reimbursed later. However not all Crown Ambassadors are eligible for this policy, the company's decision in this regard is final.
- c. For Social responsibility of the company towards members of the society, above Associates/Channel Partners shall be eligible for organizing Educational Camps in the areas near there working place and expenses incurred in organizing these camps on behalf of the company will be paid on actual basis. To do the same, the channel partners must keep all his bills and other expenditure statement open to audit at all times for the company personnel to inspect. Discrepancies if any, in the amount payable and actual expenditure incurred, shall be adjusted in the incentives or reimbursed later. However not all Crown Ambassadors are eligible for this policy, the company's decision in this regard is final.

6 Independent Channel Partner:

Associate agrees that Associate is an Independent Channel Partner called an "Associate " and

will have no authority to bind the Company to any obligations. The relationship between Associate and The Company is established only by this Agreement and Associate is not an agent, employee or any other legal representative of The Company or its service providers. Associate is solely responsible for all self-employment taxes and any central, state, local or other taxes that may be due as a result of Associate's business activities. Associate agrees to abide by any national, federal, state, provincial, county or local laws, rules and regulations pertaining to this Agreement. At Associate's own expense, Associate will make, execute and file all such reports and obtain such licenses as are required by law or public authority with respect to this Agreement.

7 Policy/Rate Changes:

Associate agrees that The Company may, from time to time with a general notice, change the compensation plan, rates, prices and charges, or this Agreement to be applicable to all Associates. If Associate chooses to remain in the program, Associate agrees to abide by those changes. Any such notice shall be deemed to have been given and received as of the day after such notice is posted on the Company web site and/or the day the change is put on the Company's website, sent by e-blast, disseminated via Mail or other mode of mass communication. It is Associate's responsibility to stay abreast of developments communicated in this fashion.

8 Term/Renewal:

New Color coding system is being introduced to make due arrangement for the renewal policy, allowance of business building sites, regular fresh Education Package Sales, and the regular joined but not paid sites. These are as follows:

S.No	Symbol	Description	Business Earnings	Education, Website Builder	Duration of Validity	Price
1	😊(Green Smiley)	Regular Fresh Education Package Sale	Yes	Yes	One Year	Rs.7,000/-
2	⊕(Red Dot)	Unpaid But Joined	No	No	15 Days	NIL
3	😊(Blue Smiley)	Working Existing Associate	Yes	No	Till policy changes	NIL
4	▲(Purple Triangle)	Fresh Business Building Site, available with company promotion, Non Transferable for Six months	Yes	No	Till policy changes	Rs.2,100/-
5	😊(Orange Smiley)	Promotion site (Handicap and Widow)	Yes	Yes	Till policy changes	NIL

9 Cross Sponsoring/Cross Recruiting:

Associate understands that cross sponsoring, cross recruiting and cross line jumping are prohibited in The Program and may result in the imposition of penalty, as more fully set forth hereafter, but may include immediate termination of this Agreement. "Cross sponsoring" means soliciting an Associate or any closely related person or entity into a downline different from the existing downline for that Associate. "Cross recruiting" means soliciting an Associate, except personally sponsored Associates, or a closely related person or entity, into another MLM company. "Cross line jumping" means an Associate or any closely related person or entity voluntarily taking a Business Center that is not in the same downline as the one in which the

Associate first was enrolled. A "closely related person or entity" is any person in the household of the Associate (e.g. spouse, son, daughter, parent living in the same household) or any corporation, partnership, limited liability company, trust or other legal entity, which is controlled by the Associate.

10 Filing Complaints:

If an Associate desires to file a complaint against another Associate for violation of this Agreement, please send an e-mail to admin@planetdewsoft.com to get the procedures for doing so.

11 Confidentiality Agreement:

Associate understands that the Company marketing plan, Associate lists and official literature are proprietary information and are considered trade secrets of The Company. Associate hereby agrees to not directly or indirectly disclose or use any of said confidential or proprietary information except to specifically promote the Company business in accordance with the provisions of this Agreement. Associate further agrees that this provision shall survive the expiration or termination of this Agreement for a period of one year, or as per governing company policy

12 Multiple Enrollment:

The Company through the "Earn While You Learn" Program intends to provide top class, quality education to its' users. If you have more than one users benefiting from the program, we advise you enroll into the program separately, as access to the website is only available for a single user at a particular time, and also to give exams and earn Individual certificates.

13 Wrongful Multiple Enrollment in Program:

The Company does not encourage the purchase of more than one subscription in order to participate in the Program, or enhance the compensation plan or even to maximize potential compensation. Any Associate who advises potential Associates otherwise is in violation of this Agreement and subject to penalty as set forth herein, including refunding the subscription amount, or penalty of INR 1000/- or both.

14 Income Representation:

Associate understands that although Associate may refer other Subscribers into the Program, the Program does not allow Associate to profit solely from the activity of referring other Associates. Incentives are paid only on actual sales that are made by Associate or by other Associates that fall into Associate's Downline. No one has made any promise or guarantee that Associate will derive any specific income or profit as an Associate. Associate understands that any income the Associate earns in the program is determined by Associate's personal activity as a business promoter. Associate understands that "the Program" and other product Education Package Sales incentives shall be paid only to the qualified "selling" Associate and to his or her Downline and Upline. Associate shall not make any income representations except those set forth herein or otherwise specifically set forth in official The Company material. Other promotional campaigns, if any, are only a supplementary income, and can be cancelled at any time without any prior notification to the user.

15 Trademarks And Marketing Materials:

Associate will not use the Company trade names and/or trademarks except to promote the Company business. In all such authorized use, Associate will make clear that Associate is an Independent Distributor and the advertising is the Associate's and not the Company's. Sales of marketing materials by The Company are not incentiveable. The Company makes no warranty, express or implied, with respect to the use, efficacy or suitability for any purpose with respect to any such marketing material unless otherwise explicitly stated in writing in connection with the purchase thereof.

16 Sale of Business Note:

In order to maintain the integrity of the Company's sales organization, if an Associate desires to sell a Business Node, the Associate must first offer it for sale in writing to the Associate immediate up-line from the Business Center to be sold. If the up-line Associate declines to purchase the Business Node, the selling Associate is then free to sell the Business Center to someone else, on the same terms and conditions as was offered to the up-line Associate. All such sales require the completion of a Transfer Form and payment of a transfer fee and must be approved by the Company. Sale of a corporation or other legal entity, which owns a Business Node, is hereby deemed to be the sale of the Business Node and is subject to the provisions above stated.

17 Inheritability:

The Company Program/Business Node, like any other business or asset an Associate may have, is fully transferable in accordance with the terms of a Will, or, in the absence of a Will, it passes to heirs pursuant to the applicable interstate succession laws. For those Associates whose The Company Business Nodes is/are owned by a corporation (or some other type of legal entity), there would be no change in the ownership of the Business Node upon the death of an owner of that corporation, etc. Ownership of the corporation would change by passing to the heirs, but the corporation would continue to own the program Business Node.

18 Information from Associates:

All registration information provided by an Associate to The Company must be accurate and complete. Associate must update and correct registration information if it changes.

19 Billing Fees:

Associate shall prepay fees for the Company's "Earn While You Learn Program", which are non-refundable three days after date of purchase. Associate shall not receive refunds for subscription removed due to violation of this agreement or any other agreement applicable to its use. Associate agrees to maintain Associate's account with The Company, if any, in accordance with this Agreement and current rates and prices quoted. If User's account balance is paid late, User will pay INR.750/- late charge should the payments are not received within 45 days from date of enrollment. It is required that should you realize that your payments might be late than 30 days, you email to the Sales Department, notifying the reason for delay, and mode/particular of payment, if you have already dispatched. For all your correspondence with the company, please use your valid reference ID number. User agrees to pay INR.500/- fee for returned cheque charge and the Company's customary fee for other services such as transfer fees, etc. The Company shall have the right to disconnect service for non-payment of billing charges. However, All rights pertaining to accepting late payments are held by the company. The Company on its sole discretion may accept or reject anyone's application for the program.

20 Security:

Each Associate must keep any The Company passwords and other secure access information confidential and notify The Company promptly if the Associate believes that the security of an account has been compromised. The Company has taken reasonable steps to protect the security of online transactions. However, The Company cannot and does not warrant such security and will not be liable for any losses or damages resulting from any security breaches.

21 Spam/Misuse of System:

Associate shall not engage in spamming in order to promote the Associate's business. "Spam" includes

a. mass mailings akin to junk-mail, either to news groups or electronic mail or unsolicited commercial and/or informational email, including, without limitation, commercial advertising and informational announcements, sent to people not known personally, unless the recipients have expressly asked to receive email announcing programs of this type,

b. mass or bulk (20 or more recipients) emails of any kind, unless the recipients have expressly asked to receive email pertaining to programs of this type, and

c. a newsgroup article, or essentially the same article with small changes, posted an unacceptably high number of times to one or more newsgroups, (Content is irrelevant.) or Usenet, chat room or message board postings that are unrelated to the topic of discussion of the particular news group, chat room or message board. "Spam" does not include responding to any message received by sending a message (even though not related to the received message) by use of the "Reply to All" or similar e-mail feature. "Spam" does not mean "ads." It doesn't mean, "abuse." It doesn't mean, "posts whose subject I object to." Sites may not contain or transmit any file or software with a virus or other contaminating or destructive features. No Associate may in any manner interfere with the content of other sites or the system. Sites may not use excess system resources or otherwise, in The Company 's sole judgment, use resources in a manner that damages its system.

22 Unsolicited Ads by Fax:

Associate shall not send unsolicited advertisements for the Company program or otherwise solicit related business by fax in violation of the local Authority Rules.

23 Responsibility for Site:

Materials included on Associate's web sites may include inaccuracies, errors, or out-and-out untruths. The Company has no liability or responsibility for any content, including the quality, accuracy, completeness, legality, or usefulness of any information, product, service or process promoted on Associate web sites. In no event shall The Company be liable for any claims or damages of any kind arising from the contents of associate's website. References in Associate's site to products, services, processes, hypertext links to third parties or other information by trade name, trademark, manufacturer, supplier or otherwise do not constitute or imply an endorsement or recommendation by The Company. Product and service information is the sole responsibility of each individual site owner/user. Associates are solely responsible for compliance with laws governing the offering, sale, licensing, or other marketing and taxation of any products. On occasion, The Company will undergo routine maintenance or experience unexpected technical problems. The Company will make a good-faith effort to do maintenance as quickly and conveniently as possible, and to respond to technical problems promptly. The Company may be required to access an Associate's web site from time to time to provide maintenance. The Company will not in any circumstance be responsible for problems, losses, or damages arising from loss of connectivity; errors in content due to application problems; loss of access by Associates; or temporary or permanent loss of data.

24 Indemnity:

Associate indemnifies and holds The Company/ DewSoft Overseas harmless against all claims made by any third party, and any related damages and expenses (including reasonable attorney's fees), arising out of or connected with the associate's conduct, the associate's website or online store, the goods or service the associate offers, or any violation of this agreement by associate.

25 Limitation of Liability:

The Company makes no warranties, express or implied, related to the "Earn While You Learn Program", products or services supplied thereunder or marketing materials sold, including but not limited to warranties of merchantability and fitness for a particular purpose.

26. The Company will not be liable to any Associate for indirect, incidental, special or consequential damages, such as (but not limited to) loss of profits or business interruption, arising out of or connected to the use of, or inability to use, the "Earn While You Learn Program", related services, products or marketing materials provided to any Associate. The total liability of The Company for any and all damages arising from or connected with this Agreement, the "Earn While You Learn Program" or the services, products or marketing materials provided to any Associate shall not exceed the total fees paid by the Associate to

The Company during the 12-month period immediately preceding the initial occurrence of the event causing the damages.

27 Voluntary Resignation:

Associate may voluntarily terminate this Agreement by sending written notice at any time for any reason. If Associate terminates this Agreement that Associate shall not be allowed to become an Associate again for a period of six (6) months. If Associate re-joins on-line in violation of this policy then that Associate shall be terminated and Associate shall not be allowed to earn any incentives from the new position.

28 Imposition of Penalty:

If Associate breaches any of the provisions of this Agreement, violates any applicable law or regulation or engages in any false, misleading or unfair trade practice, including but not limited to, making misleading income representations or making promises to potential Associates that cannot be kept by Associate, (herein called "Violation") any such Violation is grounds for the imposition of penalty, as more fully set forth hereafter. The Company may suspend Associate, including suspension of checks earned at the time, pending investigation of any alleged Violation. Associate shall be given notice of the alleged Violation by e-mail, fax or other rapid method of communication and shall have seven days thereafter to respond in writing (verbal response will not be considered) to any alleged Violation (s), failing which, the Company can consider the allegations to be true. (It is Associate's responsibility to see that Company receives the response, with supporting documentation, if any, within the seven-day period.) If at the end of the investigation it is determined that Associate is to be penalized, the date of the imposition of the penalty can be, at the Company's option,

- a. the date of the penalty notice,
- b. the date of the notice of the alleged Violation,
- c. the date on which suspension, if any, occurred, or
- d. any other current date.

Checks suspended and/or earned, if any, as of the date of a termination, shall not be paid. Any such checks not paid shall be deemed to be liquidated damages as payment of part of the damages suffered by Company for the Violation. Associate can request that any decision to impose a penalty be reviewed and supply any additional material that may bear on the matter in support thereof within seven days after notice of the penalty is given. Company shall then advise Associate of its final decision.

The Company shall have the option of imposing any one or more of the following penalties for Violations:

- a. Disabling of business node of Associate;
- b. Denial or revocation of any achievement awards otherwise earned;
- c. Denial of sales credit for sales that fall into the Downline of a cross-sponsored Associate;
- d. Denial of credit for sales of multiple web sites due to falsely representing need for them;

Imposition of a fine in an amount to be determined by the Company; and/or Termination of the

Associate's Agreement.

29 Jurisdiction/Venue:

This Agreement shall be construed and enforced in accordance with the laws of the State of New Delhi without reference legal principles that would cause the law of another jurisdiction to be applied. Causes of action between the parties hereto of any type, whether based on this Agreement, on fraud or any other sort, or grounded in principles of strict liability or statutes of any kind, shall be heard exclusively in a court of competent jurisdiction in New Delhi, INDIA, each party hereby submitting to the jurisdiction of such courts and expressly waiving the right to bring suit in all other courts. In any cause of action the winner shall be entitled to recovery of all court approved attorney fees, court costs and other costs of the action.

30 Addresses:

The Address for Associate shall be as is maintained in the records of The Company. The address for The Company is c/o Suite No.305-306 GaganDeep, 12 Rajendra Place, New Delhi, INDIA. Either may be changed from time to time.

31 Official Languages/Definitions:

The English version of this Agreement, as maintained by The Company, is the official version and shall control over any other language version(s) which may be made available for ease of reference for some Associates. As used in the materials, when the term, "sell/ enroll" and words of similar import are used to describe the enrollment/ sales activities of an Associate, this is an abbreviated reference to the promotional activities of Associate with respect to sales and it is understood that all sales are between the Company and the purchaser, not between the Associate and the purchaser. Likewise, when the term, "recruit" and words of similar import are used to describe the referral and recruiting activities of an Associate, this is an abbreviated reference to the team building activities of Associate and it is understood that the agreement by which one becomes an Associate is between the Company and the recruited Associate and not between the new Associate and the referring Associate.

32 Incorporation of Agreements:

If Associate has enrolled in an "Earn While You Learn Program", the User Agreement and Acceptable Use Policy are incorporated herein as if fully set forth.

33 Entire Agreement:

This Agreement constitutes the entire agreement between the parties on the subject matter hereof, and no other additional promises, representations, guarantees or agreements of any kind shall be valid concerning such subject matter unless in writing and signed by an authorized officer of the company.

34 Applicant Acknowledgement:

Associate acknowledges that Associate has read, understands and agrees to the terms set forth in this Agreement. Associate understands that this Agreement is not in force until accepted by The Company.