



**MEMORANDUM OF ASSOCIATION**

**BETWEEN**

**UNI FINANZO PRIVATE LIMITED**

**(The Direct Selling Entity)**

**&**

**Mr/Ms \_\_\_\_\_ S/D/Wo Mr \_\_\_\_\_**

**INDEPENDENT BUSINESS OWNER**

**(The Direct Seller)**

This Direct Selling Agreement/Memorandum of Association (MoA) is between **UNI FINANZO PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013 and having its registered office at B-103, Paryavaran Complex, IGNOU Road, Saket, New Delhi-110030 hereinafter referred to as **“The Direct Selling Entity”** or **“Company”** on the one part and any user/person who buys the product and/or Services Package of The Direct Selling Entity and willing to work with The Direct Selling Entity by accepting the Terms and Conditions, as specified herein below, and further resell it hereinafter referred to as the **“Direct Seller”** or **“Independent Business Owner”** or **“IBO”** on the other part.

This MoA authorizes IBO to promote UNI FINANZO’s Products & Services. For purposes of this MoA, an Independent Business Owner (IBO) is an individual, partnership or corporation whose completed application has been accepted by UNI FINANZO. All IBOs residing in India or subject to Indian income tax must have a valid Proof of Identity and PAN Number, and present such to The Direct Selling Entity.

The IBO represents and warrants that the marketing program and the remuneration plan, its limitations and conditions have been understood clearly by him/her and, the Direct Seller is not relying upon any representation or promise that is not contained in this MoA/Agreement or other official Company material. Direct Seller shall be a person who submits a properly filled in online application on the requisite format as provided on Company’s website and such application is electronically submitted subject to the Terms and Conditions and FAQ’S given on Company’s website. In consideration of the same, physical products or services would be delivered as mentioned against each and every products/services.

Direct Seller for promotion of our Business shall act and be as an independent contractor and shall not have any authority to bind the Company for any obligations whatsoever. Direct Seller is not an Employee or any other Legal representative of the Company or its service providers. The relationship between the Company and Direct Seller is governed by the Terms and Conditions as laid down in this MoA and will come into being only when this Agreement is agreed and accepted online by any Direct Seller and this Agreement shall remain enforceable during its existence unless it is terminated due to non-fulfilment of its conditions. Direct Seller shall be presumed to have understood the Terms and Conditions of this Agreement which are detailed herein below.

The IBO acknowledges that he/she is an Independent Direct Seller, conducting business for IBO’s own account, and not as an agent or employee of UNI FINANZO. The IBO shall be responsible for payment of all applicable Central and State taxes, and will abide by all applicable Central, State and Local laws. IBO agrees and understands that he/she cannot bind UNI FINANZO or any of their provider companies by any promise or agreement, to incur any debt, expense, or liability in its name or account, or waive any of the provisions of UNI FINANZO programs or IBO Agreements/MoA.

**1. Product:**

The purchased Product would be delivered after the registration process is over and the purchase aMoAnt is paid by any legally viable means as provided by the Company.

**2. Term:**

The term of this Agreement/MoA is one year and shall commence from the day the application of the Direct Seller on the requisite format is received online by the Company, subject to the consideration received or to be received within the specified period. The term of the Agreement may be continued automatically by the Company for another same period when Direct Seller fulfils the conditions of the Company. Please note failing to fulfil the conditions for two successive years would lead to termination of the contract.

**3. Minimum Age:**

IBO shall be at least 18 years of age or the age of consent for the state in which the applicant resides.

**4. Identification Number:**

UNI FINANZO will issue a Unique Identification Number immediately after receipt of application. This identification number must appear on all applications submitted by IBO in order to get proper credit for the sale.

**5. Territorial Limits:**

UNI FINANZO recognizes no exclusive territories. Therefore, IBOs will not be limited from conducting business in any states, territories or areas that have been approved for sale by UNI FINANZO. The list of approved states may change. It is the IBO’s responsibility to keep informed of the states where UNI FINANZO programs are available.

**6. Enlisting:**

The IBO may enlist one or more IBOs in UNI FINANZO programs. Occasionally, one or more IBOs may contact the same prospect, resulting in a dispute of the enlisting rights. UNI FINANZO will not mediate such disputes and will recognize as Introducer the person whose name appears on the application. In the event that two or more applications are received, the one received first by UNI FINANZO will be recognized.

**7. Program Presentation:**

IBO will explain UNI FINANZO programs to prospects honestly and in entirety, without embellishment, distortion or misrepresentation. Any additional offers, representations or agreements made by IBO in connection with UNI FINANZO programs are prohibited and may result in termination of the MoA. IBO will make clear in any presentation to prospective IBOs the following items that:

- (a) No specific earnings or income levels are guaranteed by UNI FINANZO or Introducer,
- (b) No IBO will earn money solely for sponsoring,
- (c) There are no exclusive territories;
- (d) Success is dependent on the Sales of Goods

IBO will not present the product in conjunction with any other product unless selling it as a complementary product to an existing product.

**8. No Income Representations:**

IBO creations of actual or potential income representations or claims regarding UNI FINANZO programs are strictly prohibited. Only company-provided income illustrations can be used. These illustrations by the company are for illustration only and are NOT guarantees any type of income. All IBO commission earnings are for sales of product, not recruitment.

**9. Money Received by IBO:**

Any money received by an IBO for purchase of any product/service or any other fees must be remitted to UNI FINANZO within 48 hours. Any failure to pay said money owed shall cause immediate termination of this MoA. IBO will remain liable to UNI FINANZO for all money received.

**10. Marketing Materials:**

The marketing kit will include sample brochures for the use of IBO in selling UNI FINANZO programs. In no event may brochures, videos, audio tapes or any other professionally produced literature by UNI FINANZO be reproduced, copied or reformatted by IBO. Use of brochures and any other advertising materials other than those provided by UNI FINANZO requires the express written permission of UNI FINANZO. All trade policies, training, marketing materials and testimonies of UNI FINANZO are the exclusive property of UNI FINANZO, and any use of these materials for purposes other than the promotion of UNI FINANZO programs and services will be deemed as infringement, exploitation and plagiarism.

**11. Advertising and Promotion:**

UNI FINANZO encourages advertising and promotion as a viable method for IBOs to build their business. However, strict guidelines are necessary to maintain an accurate and legally compliant marketing effort. All ads marketing UNI FINANZO programs must be submitted in writing to UNI FINANZO for an approval number prior to use in any form. Advertising Approval Numbers are required for all advertising copy meeting this criteria for any media, including newspaper ads, Internet sites, Social Media, audio or videotapes, recorded messages, posters, flyers, promotional items, etc. and must be included in such advertisement. It is each IBO's responsibility to obtain his or her own ad approval number from UNI FINANZO for every ad run. No IBO should accept ad copy from anyone and assume it has been approved. Fax blasting and unsolicited emails (spam) are strictly prohibited.

**12. Pay Period:**

Commissions for sales made in a week will be paid within 3 days after closing. If the scheduled pay date fall on a weekend or other day when UNI FINANZO offices are closed, the bank transfer will be sent for posting on the next business day. Any commissions paid on money's that are subsequently refunded will be deducted from future commission payments. IBO understands that any excess commissions or bonuses paid shall be due to UNI FINANZO from future commissions or payable to UNI FINANZO immediately at UNI FINANZO's discretion.

**13. Additional Responsibilities of Independent Business Owner**

- A. IBO engaged in Direct Selling should carry their identity card and not visit the prospects premises without prior appointment/approval;
- B. At the initiation of a Sales Representation, without request, truthfully and clearly identify themselves, the identity of the Direct Selling Entity (i.e. Uni Finanzo), the nature of the goods or services sold and the purpose of the solicitation to the prospective consumer;
- C. Offer a prospective consumer accurate and complete explanations and demonstrations of goods and services, prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service;
- D. Provide the following information to the prospects / consumers at the time of sale, namely:
  - a) Name, address, registration number or enrolment number, identity proof and telephone number of the IBO and details of direct selling entity;
  - b) A description of the goods or services to be supplied;
  - c) Explain to the consumer about the goods return policy of the company in the details before the transaction;
  - d) The Order date, the total amount to be paid by the consumer along with the bill and receipt;

- e) Time and place for inspection of the sample and delivery of good;
  - f) Information of his/her rights to cancel the order and / or to return the product in saleable condition and avail full refund on sums paid;
  - g) Details regarding the complaint redressal mechanism;
- E. IBO shall keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him/her, in such form as per applicable law.
- F. An IBO shall not:
- a) Use misleading, deceptive and / or unfair trade practices;
  - b) Use misleading, false, deceptive, and / or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of Direct Selling to any prospective IBO, in their interaction with prospective IBO;
  - c) Make any factual representation to a prospective IBO that cannot be verified or make any promise that cannot be fulfilled;
  - d) Present any advantages of Direct Selling to any prospective IBO in a false and / or a deceptive manner;
  - e) Knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the Direct Selling operation, including remuneration system and agreement/ MoA between the Direct Selling entity and the IBO, or the goods and / or services being sold by such IBO which is false and / or misleading;
  - f) Require or encourage IBOs recruited by the first mentioned IBO to purchase goods and / or services in unreasonably large amount;
  - g) Provide any literature and / or training material not restricted to collateral issued by the Direct Selling entity, to a prospective and / or existing IBOs both within and outside the parent Direct Selling entity, which has not been approved by the parent Direct Selling entity;
  - h) Require prospective or existing IBOs to purchase any literature or training materials or sales demonstration equipment.
- G. IBO shall bear the cost and expense of conducting its business in accordance with the terms of this MoA. This would include salaries for the staff of the IBO who are engaged in the business of selling the products of the Company, expenses related to communications, telecommunication, mailing, conveyance and business entertainment if required. The company will not entertain any re-imbusement on any expense made by the IBO other than the commissions.
- H. IBO shall make efforts to promote the sale of and stimulate demand for the Goods/services within the Territory by direct solicitation. In no event shall IBO make any representation, guarantee or warranty concerning the Goods/services except as expressly authorized by Company. The Company will take care of all online promotions on their website and ensure lead generations. Use of company logo, product logo, any advertising / promotion / marketing activity conceived originally by the IBO should be first approved in writing by UNI FINANZO Private Limited before being implemented.
- I. IBO shall inform and assist customers on Company's Goods/Services, and shall perform such additional customer goods/services by e-mail, phone and fax, whenever needed, as good salesmanship requires and as Company may reasonably request.
- J. IBO shall notify Company of any Customer's complaints regarding either the Goods/Services or Company and immediately forward to Company the information regarding those complaints.

#### 14. Amendments:

IBO understands and agrees that UNI FINANZO reserves the absolute right to change, discontinue or withdraw any working program in whole or in part, including the networks participating in the program. In order to maintain a viable marketing company, UNI FINANZO specifically reserves the right to make any amendments or adjustments it deems necessary with respect to the Rules and Regulations, Policies and Procedures, Compensation Plan, and Pricing Schedules. Any such changes are incorporated as part of the Agreement between UNI FINANZO and IBO effective upon written notification or publication, which includes the IBO newsletter or posting to the Website.

#### 15. Moral Turpitude:

UNI FINANZO shall have the right to terminate this MoA at any time for the IBO's fraudulent or wilful misrepresentation, theft, fraud, misappropriation, moral turpitude, or other act of misconduct against UNI FINANZO or any of its members, vendors, customers or affiliates.

#### 16. Termination:

In the event a breach of the IBO MoA or violation of UNI FINANZO Policies and Procedures occurs and is verified by the Company, UNI FINANZO may elect to terminate the offending representative. UNI FINANZO may, in its sole discretion, take other disciplinary actions for violations of this MoA, including fining or suspending the offending IBO. No failure or delay by UNI FINANZO in exercising any right to terminate or take other action shall operate as a waiver of any future rights to terminate or take action. Upon termination of your access to or ability to use a Service, including but not limited to suspension of your account, your right to use or access that Service and any Content will immediately cease. All provisions of this MoA that by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions,

warranty disclaimers, and limitations of liability. Termination of your access to and use of the Services shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability which you otherwise may have to the Site or any third party.

#### 17. Arbitration:

If a legal disagreement arises between UNI FINANZO and any representative, both parties agree to resolve it by binding arbitration. Any arbitration proceedings will be held at the location of UNI FINANZO offices.

#### 18. Representative Agreement/ MoA:

This agreement/ MoA constitutes the entire agreement between the representative and UNI FINANZO, and no other promises, offers, representations, agreements or understandings of any kind shall be by binding upon UNI FINANZO, unless made in writing and signed by an authorized officer of UNI FINANZO.

#### 19. Privacy:

We care about the privacy of our users. You understand that by using the Service you consent to the collection, use, and disclosure of your personally identifiable information (see "Information Sharing" below) and aggregate data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to and processed in India and abroad among UNI FINANZO and its associate Companies.

#### 20. Warranty, Disclaimer, and Limitations of Liability

Your access to and use of the Service or any Content is at your own discretion.

SERVICES ARE AVAILABLE "AS IS": YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, KIND A DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT

**Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS SHALL NOT BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, EXEMPLARY PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (B) LOSS OF: PROFITS, REVENUE, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES; (C) DAMAGES RELATING TO YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICES; (D) DAMAGES RELATING TO ANY CONDUCT OR CONTENT OF ANY THIRD PARTY OR SUBSCRIBER USING THE SERVICES, INCLUDING WITHOUT LIMITATION, DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OR CONTENT; AND/OR (E) DAMAGES IN ANY MANNER RELATING TO ANY CONTENT. THIS LIMITATION APPLIES TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND FURTHER WHERE A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF COMPANY AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS, FOR ANY CLAIM UNDER THIS AGREEMENT, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO BUY THE APPLICABLE SERVICE(S).

#### 22. Indemnity

You agree to defend, indemnify and hold harmless Company and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- (i) your use of and access to the Service, including any data or Content transmitted, submitted, viewed, or received by you;
- (ii) your violation of any provision of these Terms, including without limitation your breach of any of the representations and warranties above;
- (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights;
- (iv) your violation of any applicable law, rule or regulation;
- (v) any claim or damages that arise as a result of any of your Content or any that is submitted via your account; or
- (vi) any other party's access and use of the Service with your unique username, password or other appropriate security code.

#### 24. Waiver, Severability & Entire Agreement

**Waiver:** The failure of Company to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

**Severability:** In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

**Entire Agreement:** These Terms and our Privacy Policy and Content Guidelines are the entire and exclusive agreement between Company and you regarding the Service (excluding any services for which you have a separate written agreement with Company that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Company and you regarding the Services.

**25. Governing Law and Jurisdiction**

This Agreement will be governed by and construed in accordance with the laws of Republic of India. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of Delhi.

**26. Notification of Changes to Terms of Service.**

Whenever we change our Terms, we will post those changes to our Terms of Service page, and other places we deem appropriate so that our users are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. By continuing to use the service, you agree and accept the changes and agree to the Terms.

**27. For Grievance Redressal****Redressal Mechanism:**

Any complaints or concerns with regards to content or to report any abuse of laws or breach of these terms may be taken up with the designated Grievance Officer as mentioned below via in writing or through email signed with the electronic signature to support@unifinanzo.com or Grievance Redressal Officer.

**Grievance Redressal Officer**

www.unifinanzo.com

B-103, Paryavaran Complex, IGNOU Road, Saket, New Delhi-110030

Phone: +91-88-001-15571

**28. Effective Date.**

This statement of the Memorandum of Association is effective from the date of online registration, and as updated by us from time to time subject to the notice language contained in the Terms.

<div style="border: 1px solid black; padding: 5px; width: 100px; margin: 0 auto;">           IBO's Self-Attested Passport Size Photo         </div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Signature of Independent Business Owner (IBO)</b>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Signature of Witness</b>
	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>IBO Name</b>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Date</b>
		<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Witness Name</b>

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Authorised Signatory UNI FINANZO PVT LTD</b>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Name</b>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Date</b>
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**List of Enclosures:**

- Photo ID Front
- Photo ID Back
- PAN Card
- Cancelled Cheque
- Bank Passbook Front Page

Tick all Documents Attached. Self-Attest all ID Proofs attached.