SALES AND MARKETING AGREEMENT

This Exclusive Sales and Marketing Agreement (hereinafter called "Agreement"), to be effective as of this (--) day of (--) Month, (----)Year (hereinafter the "Agreement Date"), is by and between ----------Company Name (the "PRODUCER"), a company incorporated under the Companies Act, 1956 and having its registered office at .....and (-------) Company Name a company incorporated under the Companies Act, 1956 and having its registered office at ..... a company incorporated under the Companies Act, 1956 and having its registered office at ..... (hereinafter, referred to as "CUSTOMER"). This Agreement supersedes and replaces in their entirety, without prejudice, any and all other agreements or contracts between the parties.

WHEREAS

A. **PRODUCER** is the owner of the exclusive license of the Subject Product as defined below; **PRODUCER** is willing and able to grant an exclusive all India right to market and sell the Subject Product to the CUSTOMER on the terms set forth herein;

B. **CUSTOMER** desires to obtain said exclusive right to market and sell the Subject Product in The multi-level marketing industry, as further defined in this Agreement.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable Consideration , the receipt and sufficiency of which are hereby acknowledged, the Parties Here to expressly agree as follows:

1. DEFINITIONS AS USED HEREIN

1.1 The term "Subject Product" shall mean the (-----) Product Name , which includes the marketing materials related to the (----) Product Name , as well as any subsequent improvements there to.

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1.2 The term "APPROVED Product" shall mean any present CUSTOMER products containing the Subject Product as an ingredient including without limitation CUSTOMER'S current products as well as any additional CUSTOMER Product(s) containing the Subject Product(s) as approved in the future by the PRODUCER. Initial APPROVED product list is attached here as exhibit B and will be from time to time be amended with new approved products.

1.3 For the purposes of this Agreement, a Unit of APPROVED Product is defined as (---) Product Name of Subject Product.

1.4 The term "Multi-Level Marketing" shall mean the form of marketing, also called Network Marketing, in which individuals are associated with a parent company as independent contractors, also known as Members or distributors, to market products and are compensated based on their sales of products by earning commissions, bonuses or rebates. Typically, commissions are earned on sales to the end user or consumer who may be a customer or a distributor/Member that buys the product at a wholesale price for personal consumption.

1.5 The term "Territory" shall mean and include the entire All over India.

1.6 The term "Product Units Sold" shall mean the total amount of APPROVED Product Units sold, not limited to but, including demonstration, samples, market giveaways or promotions for or on behalf of the CUSTOMER in each calendar month.

1.7 The term "Products Produced" shall mean the total amount of APPROVED Product units produced in each calendar month.

1.8 The term "the Parties" shall mean CUSTOMER and PRODUCER.

2. GRANT OF RIGHT

2.1 The **PRODUCER** hereby grants to the **CUSTOMER** the exclusive right to market, sell and offer for sale throughout the Territory through Multi-Level Marketing the Subject Product. The CUSTOMER warrants that the Subject Product will be used as an ingredient in the APPROVED Products. The CUSTOMER covenants and agrees to purchase the Subject Product exclusively from the PRODUCER.

3. MARKETING

3.1 **CUSTOMER** shall use reasonable efforts, as defined herein, to effect the sale of APPROVED Products by means of Multi-Level Marketing in markets in the Territory as soonas practicable.

3.2 **PRODUCER** and **CUSTOMER** have agreed to a sampling program to help promote and market the APPROVED Products. **CUSTOMER** may purchase a quantity up to ten percent (10%) of the previous calendar quarter purchases of the Subject Product for the sole purpose of sampling. **PRODUCER** will provide a discounted rate.

3.3 **CUSTOMER** and **PRODUCER** will communicate in writing regarding any future or improved products which must be approved by the PRODUCER prior to any new products being introduced by the **CUSTOMER** or improvements made to APPROVED products to ensure a combined effort to exploit such new APPROVED Product(s).

3.4 **CUSTOMER** shall provide written notice to **PRODUCER** when product orders are placed by **CUSTOMER** to **PRODUCER** in the form of a purchase order.

3.5 **PRODUCER** shall be the exclusive and sole manufacturer of the Subject Product for the CUSTOMER.

3.6 The **PRODUCER** shall have the right to review and approve CUSTOMER's plans to expand its sales and marketing of APPROVED Product(s) in any and all markets . The Parties agree to use their best efforts to reach a mutually satisfactory agreement relative to any and all objections.

3.8 **PRODUCER** will share with and distribute to CUSTOMER appropriate data regarding the Subject Product .

4. PAYMENTS AND REPORTS

4.1 **CUSTOMER** shall pay to the **PRODUCER** for each Product of the Subject.

4.2 All payments required under this agreement for the months of(Month, Year) to (Month ,Year) shall be made by the CUSTOMER to the PRODUCER as follows:

Within sixty (60) days from the arrival date of shipment of SUBJECT Product to CUSTOMER's manufacturer, CUSTOMER shall pay to PRODUCER fifty percent (50%) of the total payment due.

Within ninety (90) days from the arrival date of shipment of SUBJECT Product to CUSTOMER's manufacturer, CUSTOMER shall pay to PRODUCER the remaining (50%) percent of the total payment due.

Payment terms for the remaining contract years shall be set by the mutual agreement of the Parties. Payment terms will reflect the payment history of the CUSTOMER. If the CUSTOMER makes a payment in full to the PRODUCER within the first sixty (60) days from the arrival date of a shipment of SUBJECT Product to CUSTOMER'S manufacturer, PRODUCER'S will give CUSTOMER a discount equal to two percent (2%) of the total amount due to the PRODUCER.

4.3 Each month a written statement of the Product Units Sold and Product(s) Produced during such calendar month shall be prepared and shall be sent to the PRODUCER. The CUSTOMER will work out an arrangement with all manufacturers of products containing the "Subject Product" to allow for verification of Products Produced. All accounting statements will be sent on a monthly basis to the PRODUCER's .

4.4 Should the CUSTOMER fail to make any payment whatsoever due and payable to the PRODUCER hereunder at the time it is due, it shall be deemed an event of default as provided for under Paragraph 11.1.

4.5 All payments due hereunder shall be paid by check or bank wire payable in to PRODUCER, or to the account of PRODUCER at such bank as PRODUCER may from time to time designate by notice to CUSTOMER.

5.PROPRIETARY INFORMATION

5.1 DEFINITION "Proprietary Information" as used herein shall mean all or any portion of only the: (a) written, recorded, graphical or other information in tangible form disclosed during the term of this Agreement, by one party to the other party which is labeled "Proprietary", "Confidential", or with a similar legend denoting the proprietary interest therein of the disclosing

party; (b) oral information which is disclosed by one party to the other party to the extent it is identified as "Proprietary" or "Confidential" at the time of oral disclosure, is reduced to written or other tangible form within thirty (30) days of oral disclosure, and such written or tangible form is labeled "Proprietary", "Confidential", or with a similar legend denoting the proprietary interest therein of the disclosing party; and (c) models and other devices delivered or disclosed, during the Term of this Agreement, by one party to the other party which have been identified in writing at the time of disclosure as being proprietary to the disclosing party; and provided further, however, Proprietary Information shall not include any data, information or device that is: (i) in the possession of the receiving party prior to its disclosure by the disclosing party and not subject to other restriction on disclosure; (ii) independently developed by the receiving party; (iii) publicly disclosed by the disclosing party; (iv) rightfully received by the receiving party from a third party without restrictions on disclosure; (v) approved for unrestricted release or unrestricted disclosure by the disclosing party; or (vi) produced or disclosed pursuant to applicable laws, regulations or court order, provided the receiving party has given the disclosing party prompt notice of such request so that the disclosing party has an opportunity to defend, limit or protect such production or disclosure.

6. OWNERSHIP

6.1 Each Party retains all rights and title to all Proprietary Information, in any form, disclosed to the other Party pursuant to this Agreement. Each Party acknowledges that such information is of substantial value and that any disclosure or misuse of such information is harmful to the originating Party.

7. NONDISCLOSURE AGREEMENTS AND CONFIDENTIALITY

7.1 The Parties agree to keep the terms and conditions of this Agreement confidential and proprietary among the Parties and/or their affiliates.

7.2. CUSTOMER shall use branding owned by the PRODUCER on the APPROVED Product(s), marketing materials or other written descriptions of the APPROVED Product, labeling, packaging, sales materials and other related protected, digital or filmed communications worldwide.

8. TERM AND TERMINATION

8.1 The Parties shall agree to an annual quota of total of Subject Product purchased for the first year period. Said annual quota and subsequent increases are attached hereto in Exhibit A. If annual purchases of Subject Product do not meet or exceed said quota, the exclusivity of the right granted hereunder shall be extinguished. In the event that the payments paid by CUSTOMER to the PRODUCER do not reach the minimum annual quota amount required, the CUSTOMER may protect the exclusivity of the right granted hereunder by paying all additional amounts due for that year ending on the last day of that year, so that the total amount paid for that year shall equal such minimum required amount.

8.2 In the event of default or failure by CUSTOMER to perform any of the terms, covenants or provisions of this Agreement, CUSTOMER shall have thirty (30) days after the giving of written notice of such default by PRODUCER to correct such default. If such default is not corrected within the said thirty (30) day period, PRODUCER shall have the right, at its option, to cancel and terminate this Agreement. The failure of PRODUCER to exercise such right of termination for any non-payment or otherwise shall not be deemed to be a waiver of any right PRODUCER might have, nor shall such failure preclude PRODUCER from exercising or enforcing said right upon any subsequent failure by CUSTOMER.

8.3 No termination of this Agreement shall constitute a termination or a waiver of any rights of either Party against the other Party accruing at or prior to the time of such termination. The obligations of Section 6 shall survive termination of this Agreement.

9. ASSIGNABILITY

This Agreement and the rights granted hereunder shall not be assigned by CUSTOMER without the prior written consent of PRODUCER.

10. GOVERNMENTAL COMPLIANCE

10.1 CUSTOMER shall at all times during the term of this Agreement and for so long as it shall sell APPROVED Product comply and cause its Affiliates to comply with all laws that may control

the import, export, manufacture, use, sale, marketing, distribution and other commercial exploitation of APPROVED Product or any other activity undertaken pursuant to this Agreement.

11. ADDRESSES

11.1 Any payment, notice or other communication pursuant to this Agreement shall be sufficiently made or given on the date of mailing if sent to such Party by first class mail, postage prepaid, addressed to it at its address below or as it shall designate by written notice given to the other Party:

In the case of the PRODUCER to:

(Company Name)

In the case of the CUSTOMER to:

(Company Name)

12 . ADDITIONAL PROVISIONS

12.1 DISCLAIMER OF WARRANTY. PRODUCER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS OR MERCHANTABILITY, REGARDING OR WITH RESPECT TO THE SUBJECT PRODUCT AND PRODUCER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, OF THE PATENTABILITY OF THE SUBJECT PRODUCT OR OF THE ENFORCEABILITY OF ANY PATENTS ISSUING THEREUPON IF ANY, OR THAT THE SUBJECT PRODUCT IS OR SHALL BE FREE FROM INFRINGEMENT OF ANY PATENT OR OTHER RIGHTS OF THIRD PARTIES.

12.2 Entire Agreement. The terms and conditions herein constitute the entire Agreement between the Parties and shall supersede all previous agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. No agreement or understanding bearing on this Agreement shall be binding upon either Party hereto unless it shall be in writing and signed by the duly authorized officer or representative of each of the Parties and shall expressly refer to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement in multiple originals by their duly authorized officers and representatives on the respective dates shown below, but effective as of the Agreement Date.

PRODUCER	**CUSTOMER**
Name:	Name:
Title:	Title:
Date:	Date: