

Global Venture Impex, A 18, 5th FL, Ajanta Commercial Complex, Nr. Income Tax, Ashram Road, Ahmadaba-380014, India Call: +91 9638482589.

**Acknowledged Agreement for Whole Company Attendee's
[Legal Attentions]**

This Agreement ("Agreement") is made Dated on as per the date when company registered or when person as customer, member or as employee joined with the company with respective Admission cards and there belief that you or your firm will agree to do as company agreement plus whole rules and regulations at the Place where ever in the world wide people join with the Company ("Effective Date") by and between and all the rules and regulation will change without any prior notification if and after this change it will applicable for past, present & future transaction equally this also you will agree after making your under sigh in the form or as soon as your registration form will submitted with your full paid amount of product or services, Even if any jurisdiction activity that will held only in the city or company register office.

Total Agreement Indications and attentions: 7 (00-06).

Agreement Titles:

00. Acknowledge Agreement as similar repeatable of Business page.
01. Acknowledged Agreement for Whole Company Attendee's
02. Agreement for Members or Customers
03. Agreement for Employees
04. Agreement for Collection Centres
05. Agreement for General Rules and Regulatory and Company's internal governing System and Formations or Applications

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00. Acknowledge Agreement as similar repeatable of Business page.

Introducing Sunflower Auction System Weight 60% (Coming Soon)

*** What ever matter will change but it will applicable for Past, Present & Future transaction and that will without any prior Notification under the benefits of company existence.**

Plan understanding: You can make joining of people directly from your code as much as you want

01. There is three level plane and last is royalty stage.
02. Self selling making your next level that is your first level.
03. When your appointed people start selling that is your second level.
04. Your third level is when your second pointed people get that second level.
05. After all of this coming one stand face where you have more than 3500 people you Are driving one agency that will earn you 2.5% of your agency benefits.

Plan schedule timing

01. After filling up any form and or after getting any reply from the company you have to proceed it within three days there is doesn't matter there is off day, other wise it will be rejected whole procedure and will apply from the first steps.
02. If any payment matter within the above time schedule this will be completed within this three days means If you wanted to deposit Cheque or DD you have to submit it as soon as when company reply for the payment other wise you have to fill up your all applications again all about this for security and time being reasons.
03. All the running transaction will be completed within one month other wise all your present transaction will be discontinued and will go for the further procedure automatically, like place the BID or asking for the ON/OFF board products or getting Quite for the quite from the company and selling of the products.**Plan Income stand:**
04. This is your direct sale to person and that people being as your advisory You can start as Sales Executive & get Minimum commission as company rule 20 % in Sunflower & Auction Sale after deduction of 20% of your income TAX + Service Charge + Other.
05. This is your second level here your advisory appoint advisory under those sale, You will get 5 % Commission on the business of your Advisory after deduction of 20% of your income TAX + Service Charge + Other.
06. Here on third Part you your second level advisory also start their business and making advisory under them self and this is your last chance to get 5% commission after deduction of 20% of your income TAX + Service Charge + Other.
07. After getting third and last promotion and when your team becoming 3375 People (Not just Code but need particular separate head) you will get 2.5% royalty on you team business benefits.
08. Down level commission about 5% will be allotted after every balance of 170\$ less then this balance you are not able to entitle to get this income.

Plan Rules: Remember all rule sand regulation will change in the favorable for Company that is without any prior notification.

01. When you wanted to enter in the company you need to buy any product but not directly.
02. First you have to [Buy one PIN](#) of the product which is you can see on the product page or on "[Store](#)" this PIN price is round about 30% of original price of your choosing product for enter in the company, Remember once you buy any product or PIN that price will not be refundable accept any company procedure even once placing the PIN for the product will not change in any condition .
03. Then after you have to [Buy BID PIN](#) because when you buy product that will not directly come in your hand, Remember on BID PIN you will not get any kind of commission or rewards and once this BID PIN Price deposited will not be refundable.
04. Now time to getting PIN number from the company so [Click Here](#). When you got PIN go ahead.

05. You need to place your MINIMUM 15% BID of the products original price or give maximum BID for win the auction.
06. Auction will held for every 10 Categories product or every 10 people who wanted to buy same categories product and here compulsory one person will win who placing maximum bid.
07. So now time to placing the BID for this you have to reach on "GO" page and register your self with your product with enter the PRODUCT PIN and BID PIN which you buy from the store and that demanded from the PIN page.
08. After yo success full registration you will get one AUCTION DATE and at that time if your BID is MAXIMUM you will win the product.
09. NOW if you don't win the product there you have to directly buy any product from the store that is must.
10. If you wanted to buy **ON BOARD** product means all product from Foreign there you can get Discount up to 30% but when you buy 200% more than your Product PIN.
11. If you wanted to buy **OFF BOARD** product means all product from your Local Market there you can get Discount up to 10% but when you buy 400% more than your Product PIN.
12. But if any one BUY OFF BOARD product then his promoter get 10% commission only.

What if People Fail to win and then after they don't able to buy any of ON / OFF Board products as defined above?

01. Simple they have to declare that they want to quit from the company and wanted to get back their money if possible.
02. Company will do for you benefits but there you have to give maximum 4 (Four) New entry in the company and for every Product PIN entry company allow you to deduct 30% of spot deduction on flat rate but remember every PIN must not be 30% less cost of your Product PIN, Every thing will based on the products and it availability for the company.
03. After this procedure your are quite from the company and then next you are not entitle for any benefits from the company your membership entry also rejected.
04. Even after your declaration of Quit from the company and you will never enter in the company again with same Product PIN.
05. All shipping, Insurance and like than other defect and undeliverable matter will not entitle for the claim to the company for this particulate things you have to go and find out your self with Transport or Insurance company we are not liable for the same even in some case you have to pay Shipping, Insurance, TAX additional if applicable.
06. Remember "QUITE MODE" will not turn in on means you cant go back as for your previous status so before mail for Quite please Know this rule very well.

Important NOTICE:

All the terms and conditions will change without prior notifications for more information please visit LAW page or [Click Here](#).

1. Agreement for Product or M.O.U.

Company Monitored, Motivations and Vision.

1. To making market swift for those who wanted to do great jobs.
2. To maintain executive ratio for then who wanted to work for self and for those business.
3. To create opportunity to work world wide without and international rules or law binding.
4. To maintain good ratio on overall market for giving good rewords of people who working for this organization.
5. To get good people who give good support to this organization to develop as internationally in the mater of business sociological field.

Agreement for Members or Customers

Performer

_____ **XXX** _____ (Hereinafter referred to as "Company", which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns) M/s GLOBAL VENTURE IMPEX 'International Development Director' having it's Office at GLOBAL VENTURE IMPEX
(Note: Address of this company is as per the rules and mandatory of Stat of Delaware for using on the base of correspondence as any kind of correspondence address, for registration information go to link page and shoot link of 4466110 at office time of Stat Delaware)

A 18, 5th FL, Ajanta Commercial Complex, Nr. Income Tacx, Ashram Road, Ahmadaba-380014, India
Call: +91 9638482589.

10685-B Hazelhurst Dr. # 5485 Houston, TX 77043, USA.
Call: +1 (774) 447-4003 FAX: +1 (610) 885-2467 (Only for USA)

Whereas:

1. GLOBAL VENTURE IMPEX is a prominent and having client database.
2. The company is a leading corporate agent of _____ **XXX** _____ Company.
3. The company is desirous of accessing the client database of GLOBAL VENTURE IMPEX in relation to its business operations and GLOBAL VENTURE IMPEX is willing to divulge and disclose to the Company the Restricted Data (as defined hereunder), on the terms and condition more specifically under this Agreement. Now, therefore, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

Under Rules, Bounds and Boundaries:

SECTION ONE: DISTRIBUTOR STATUS

1.01 BECOMING A DISTRIBUTOR

An applicant becomes a Distributor of Google in Stores.com when the applicant's completed Application and Agreement has been received and accepted by the Company, by Internet or by mail, at its Home Office. Company reserves the right to decline any Agreement for any reason, at its sole discretion. Distributor uses his/her best effort to promote and sell products and services of Company to consumers pursuant to the Agreement contained within these Policies and Procedures and Terms and Conditions. In doing so, Distributor will maintain the high standards of honesty, and integrity and business ethics when dealing with Consumers, Company or other Company Distributors.

1.02 NO FEE, CHARGE OR SUBSCRIPTION REQUIRED

By simply purchasing the basic plan of {Example}Google Adsense Store as low as 40\$ or purchasing any other plan you are eligible to become a Distributor. There is no initial fee charged or printing material charges and or application fee required to become a distributor. The company can also appoint the distributor with no start up purchase firstly on the sponsor ship of existing distributor secondly appoint any body and place them in the binary while recommending them to the new applicants.

1.03 DISTRIBUTOR OBLIGATIONS & RIGHTS

Distributors are authorized to sell Company products and services and to participate in the Distributor Compensation Plan. Distributors may sponsor new Distributors.

1.04 LEGAL AGE

Distributors must be of legal age in the state of their residence.

1.05 DIVORCE

When a couple sharing Distributor entity divorces or separates, Company will continue to pay commission checks in the same manner as before the divorce or separation until it receives written notice signed by both parties or a court decree which specifies how future commission checks should be paid, provided and if applicable, the couple has complied with the requirements of Section 5.03.

1.06 CORPORATIONS, PARTNERSHIPS & TRUSTS

Corporations, partnerships, limited liability companies or other forms of business organizations or trusts may become Distributors of Company when the Agreement is accompanied by a PAN CARD number. Shareholders, directors, officers, partners, members, beneficiaries and trustees, as applicable of Distributor entity must agree to hold such title, and Company will hold each personally liable and bound by the Agreement and these Policies and Procedures and Terms and Conditions.

1.07 FICTITIOUS OR ASSUMED NAMES

A person or entity may not apply as Distributor using a fictitious or assumed name.

1.08 INDEPENDENT CONTRACTOR STATUS

Distributors are Independent Contractors responsible for determining their own activities without direction or control by Company. They are not franchisees, joint venture, partners, employees or agents of Company and are prohibited from stating or implying, whether orally or in writing, otherwise. Distributors have no authority to bind Company to any obligation. Company is not responsible for payment or co-payment of any employee benefits. Distributors are responsible for liability, health disability and worker's compensation insurance. Distributors set their own hours and determine how to conduct business, subject to Company Agreement, the Policies and Procedures and Terms and Conditions. Distributors are 100% responsible for central or state tax liabilities or any kind of governmental obligation.

1.09 TAXATION

Applicable TDS Even other Tax shall be collected at source with every sale on actual basis as per government policies and rates.

1.10 DISTRIBUTOR IDENTIFICATION NUMBER

Distributors shall be assigned a Distributor Identification Number and that number must be placed on all orders and correspondence with the Company.

1.11 LEGAL COMPLIANCE

Distributors must comply with all federal, state and local statutes, regulations and ordinances concerning the operation of their business. Distributors are responsible for their own managerial decisions and expenditures including all estimated income and self-employment taxes.

1.12 NO EXCLUSIVE TERRITORIES

No franchise is granted and there are no exclusive territories for sales or sponsoring purposes. No geographical limitations exist on sponsoring or selling anywhere; provided, however, that Company reserves the right not to sell product or services in a particular state.

SECTION TWO: TERM & RENEWAL

2.01 TERM

Subject to the terms of Section 4.01, the Agreement shall have a term which shall begin on the date of acceptance by Company and end one year from the date thereof (the Anniversary Date).

2.02 RENEWAL

Distributors must renew annually, on the Anniversary Date and Distributor has the right to decline to accept any renewal at its sole discretion. Company may require that Distributors execute a new Agreement upon renewal. Distributors not renewing by the renewal date shall be deemed to have voluntarily terminated their Distributor relationship with Company, and thereby lose their Distributor entity, all sponsorship rights, their position in the Compensation Plan and all rights to commissions and bonuses. Distributors who fail to renew their Distributor status may not reapply under a new sponsor for three (3) months after non-renewal. Alternatively, a simple desire of continuation letter signed as rider to the original application shall also be valid for renewal purposes as long it is approved by the company.

SECTION THREE: SPONSORSHIP

3.01 SPONSORING

Distributors may sponsor other Distributors into Company's business. Distributors must ensure that each potential new Distributor has reviewed and has had access to the current Policies and Procedures, Terms and Conditions and Compensation Plan prior to or when giving the individual an Agreement.

3.02 MULTIPLE AGREEMENTS

If an applicant submits for multiple Distributors, The TDS shall be deducted based upon combined income of all the outlets. The Distributor is also obligated to pool together the income from all distributorships and pay the federal or state obligations.

3.03 TRAINING REQUIREMENT

A Sponsor must maintain an ongoing professional leadership association with Distributors in his or her organization and must fulfil the obligation of performing a bona fide supervisory or sales function in the sale or delivery of products and services.

3.04 INCOME CLAIMS

Distributors must truthfully and fairly describe the Compensation Plan. No past, potential or actual income claims may be made to prospective Distributors, nor may Distributors use their own incomes as indications of the success assured to others. Commission checks may not be used as marketing materials. Distributors may not guarantee commissions or estimate expenses to prospects.

3.05 TRANSFER OF SPONSORSHIP

The Company does not permit the transfer of sponsors. Network Marketing is a business of creating relationships. Once a Distributor is sponsored, the company believes in maximum protection of that relationship. The only exception is upon prior written approval of Company to correct ethical violations as determined at the sole discretion of Company.

3.06 CROSS SPONSORING

Distributor may not sponsor, or attempt to sponsor, any non personally sponsored distributors in any other Network Marketing Company. In addition, no Distributor may participate in any action that causes another Distributor to be sponsored through someone else into another network marketing company.

SECTION FOUR: RESIGNATION/TERMINATION

4.01 VOLUNTARY RESIGNATION

a) Distributor may voluntarily terminate his or her Distributor status by failing to renew or by sending thirty (30) days written notice of such resignation or termination to Company. Voluntary resignation is effective upon receipt of such notice by Company.

b) Distributor who resigns or terminates their Distributor status may reapply as Distributor, three (3) months after resignation.

4.02 SUSPENSION

Distributor may be suspended for violating the terms of his or her Agreement, which includes these Policies and Procedures, the Terms and Conditions and the Compensation Plan and other documents produced by Company. When a decision is made to suspend Distributor, Company will inform the Distributor in writing that the

suspension has occurred effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension (if any). The suspension notice will be sent to the Distributors address on file pursuant to the notice provisions contained in the Policies and Procedures and Terms and Conditions. Such suspension may or may not lead to termination of the Distributor as so determined by Company at its sole discretion. If the Distributor wishes to appeal, Company must receive such appeal in writing within fifteen (15) days from the date of the suspension notice. Company will review and consider the suspension and notify the Distributor in writing of its decision within thirty (30) days from the date of the suspension notice. The decision of Company will be final and subject to no further review. Company may take certain action during the suspension period, including, but not limited to, the following:

- a) Prohibiting the Distributor from holding himself or herself as Distributor or using any of Company's proprietary marks and/or materials;
- b) Withholding commissions and bonuses that are due the Distributor during the suspension period;
- c) Prohibiting the Distributor from purchasing services and products from Company; and/or;
- d) Prohibiting the Distributor from sponsoring new Distributors, contacting current Distributors or attending meetings of Distributors.

If Company, at its sole discretion, determines that the violation which caused the suspension is continuing, and has not satisfactorily been resolved or a new violation involving the suspended Distributor has occurred, the suspended Distributor may be terminated.

4.03 TERMINATION

Distributor may be immediately terminated for violating the terms of his or her Agreement, which includes these Policies and Procedures, Terms and Conditions and the Compensation Plan and other documents produced by Company upon written notice. Company may terminate a violating Distributor without placing the Distributor on suspension, at Company's sole discretion. When the decision is made to terminate Distributor, Company will inform the Distributor in writing at the address in the Distributor's file that the termination has occurred.

4.04 APPEAL

If Distributor wishes to appeal the termination, Company must receive the appeal in writing within fifteen (15) days from the date of notice of termination. If no appeal is received within the fifteen (15) day period, the termination will automatically be deemed final. If Distributor files a timely notice of appeal, Company will review the appeal and notify the Distributor of its decision within ten (10) days after receipt of the appeal. The decision of Company will be final and subject to no further review. In the

event the termination is not rescinded, the termination will remain effective as of the date stated in the original termination notice.

4.05 EFFECT OF TERMINATION

Immediately upon termination, the terminated Distributor:

- a) Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationary or advertising referring to or relating to any product, plan or program of Company.
- b) Must cease representing themselves as Distributor of Company;
- c) Loses all rights to his or her Distributor position in the Compensation Plan and to all future commissions and earnings resulting there from;
- d) Must take all action reasonably required by Company relating to protection of Company's confidential information. Company has the right to offset any amounts owed by Distributor to Company including, without limitation, any indemnity obligation incurred pursuant to Section 11.01 herein, from commissions or other compensation due to the Distributor.

4.06 REAPPLICATION

The acceptance of any reapplication of a terminated Distributor or the application of any family member of a terminated Distributor shall be at the sole discretion of Company and can be denied.

4.07 STATE LAWS

where state laws on termination are inconsistent with this policy, the applicable state law shall apply.

SECTION FIVE: TRANSFERABILITY

5.01 ACQUISITION OF BUSINESS

Any Distributor desiring to acquire an interest in another Distributor's business must first terminate his or her Distributor status and wait three (3) months before becoming eligible for such a purchase. All such transactions must be fully disclosed and must be approved by Company in advance.

5.02 TRANSFERS OF DISTRIBUTORS

Except as expressly set forth herein, Distributor may not sell, assign or otherwise transfer his or her Distributor entity (or rights thereof) to another Distributor or to an individual which has an interest in Distributor entity. Notwithstanding the foregoing, Distributor may transfer his or her Distributor entity to his or her sponsor, subject to the

conditions of Section 5.03. In such an event, the sponsor's entity and the transferring Distributors entity shall be merged into one entity.

INACTIVE DISTRIBUTOR:

In the case certain Distributor does not make any sale for the period of 30 days, he shall be called as inactive Distributor. In this case the sponsor of the Distributor can recommend to the company to replace the inactive distributor by some new Distributor. The company may approve this proposal and shift the inactive Distributor to certain another leg.

5.03 CONDITIONS TO TRANSFERABILITY

Distributors may not sell, assign, merge or transfer his or her Distributor entity (or rights there to without the prior written approval of Company and compliance with the following conditions:

- a) Company possesses the right of first refusal with respect to any sale, assignment, transfer or merger of any Distributor entity. Distributor wishing to sell, assign, transfer or merge his or her Distributor entity must first provide Company with the right and option to make such a purchase or receive such transfer in writing on the same terms and conditions as any outstanding or intended offer. Company will advise the Distributor within ten (10) business days after receipt of such notice of its decision to accept or reject the offer. If Company fails to respond within the ten (10) day period, the Distributor may make the same offer or accept any outstanding offer which is on the same terms and conditions as the offer to Company to any person or entity who is not Distributor, married to, or a dependent of Distributor or who has any interest in Distributor;
- b) The selling Distributor must provide Company with a copy of all documents which detail the transfer, including, without limitation, the name of the purchaser, the purchase price and terms of purchase and payment;
- c) An office administration transfer fee of \$100.00 must accompany the transfer documents;
- d) The documents must contain a covenant made by the selling Distributor for the benefit of the proposed purchaser not to compete with the purchaser or attempt to divert or sponsor any existing Distributor for a period of one (1) year from the date of the sale or transfer;
- e) Upon a sale, transfer or assignment being approved in writing by Company, the buying Distributor must assume the position and terms of agreement of the selling Distributor and must execute a current Agreement and all such other documents as required by Company; and
- f) Company reserves the right, at its sole discretion, to stipulate additional terms and conditions prior to approval of any proposed sale or transfer. Company reserves the right to disapprove any sale or transfer, where allowed by law.

5.04 CIRCUMVENTION OF POLICIES

If it is determined, at Company's sole discretion, that Distributor entity was transferred in an effort to circumvent compliance with the Agreement, the Policies and Procedures, Terms and Conditions or the Compensation Plan, the transfer will be declared null and void. The Distributor entity will revert back to the transferring Distributor, who will be treated as if the transfer had never occurred from the reversion day forward. If necessary and at Company's sole discretion, appropriate action, including, without limitation, termination, may be taken against the transferring Distributor to ensure compliance with the Policies and Procedures and Terms and Conditions.

5.05 SUCCESSION

Notwithstanding any other provision of this Section, upon the death of Distributor, the Distributorship will pass to his or her successors in interest as provided by law. However, Company will not recognize such a transfer until the successor in interest has executed a current Agreement and submitted certified copies of the death certificate, will, trust or other instrument required by Company. The successor will thereafter be entitled to all the rights and be subject to all the obligations of a Company Distributor.

5.06 RE-ENTRY

Any Distributor who transfers his or her Distributorship must wait for three (3) months after the effective date of such transfer before becoming eligible to reapply to become a Distributor.

5.07 MARKETING PROMOTERS / MANAGERS

{As Per Example or up coming products or on another reasons}The Company shall also be employing distributors designated as marketing promoters / managers. These distributors shall be paid a salary of 700 \$ or more per month as decided by the company. These managers shall be obligated to market / sale of at least one package containing of 50 Topics of Google in stores priced at 1000 \$ per month. Any sale conducted by them over and above this package shall be covered under distributors terms and binary / affiliate commissions payable to them. These marketing promoters / managers shall be included in the binary plans as distributor with zero purchase from day one of their joining. They shall have right to sponsor any number of further distributors in terms of stipulations laid herein. These Managers are fully entitled to draw 100% of their commissions as distributor for life long, even if they fail to perform the minimum requirement of sale for the manager for drawing their salary for any month. The company can also employ Area Manager or Asst. Marketing Manager from time to time under the minimum sale fixed by the company. They shall also be covered under the distributor as explained for the Marketing Manager.

SECTION SIX: PROPRIETARY INFORMATION

6.01 CONFIDENTIALITY AGREEMENT

During the term of the Agreement, Company may supply to Distributors confidential information, including, but not limited to genealogical and Downlink reports, customer lists, customer information developed by Company or developed for and on behalf of Company by Distributors (including, but not limited to, credit data, customer and Distributor profiles and product purchase information), Distributor lists, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which Company may designate as confidential. All such information (whether in written or electronic format) is proprietary and confidential to Company and is transmitted to Distributors in strictest confidence on a "need to know" basis for use solely in Distributors business with Company. Distributors must use their best efforts to keep such information confidential and must not disclose any such information to any third party, or use this information for any non-company activity directly or indirectly while a distributor and thereafter. Distributors must not use the information to compete with Company or for any purpose other than promoting Company's program and its products and services. Upon expiration, non-renewal or termination of the Agreement, Distributors must discontinue the use of such confidential information and promptly return any confidential information in their possession to Company.

6.02 COPYRIGHT RESTRICTIONS

With respect to product purchases from Company, Distributors must abide by all manufacturers' use restrictions and copyright protections.

6.03 VENDOR CONFIDENTIALITY

Company's business relationships with its vendors, manufacturers and suppliers are confidential. Distributors must not contact, directly or indirectly, or speak to, or communicate with any supplier or manufacturer of Company except at Company sponsored events at which the supplier or manufacturer is present at the request of Company.

SECTION SEVEN: TRADEMARKS, LITERATURE & ADVERTISING

7.01 TRADEMARKS

Companies name trademarks, service marks and copyrighted materials are owned by the Company. The use of such marks and materials must be in strict compliance with these Policies and Procedures.

7.02 ADVERTISING & PROMOTIONAL MATERIALS

Only the promotional and advertising materials produced by Company or approved in advance in writing by Company may be used to advertise or promote a Distributor's business or to sell products and services of Company. Company's literature and materials may not be duplicated or reprinted without the prior written permission.

7.03 USE OF COMPANY NAME

Distributors may use the name of Company only in the following format: Independent Distributor for Google in Stores.com. 7.04 STATIONERY AND BUSINESS CARDS
Distributors are not permitted to create their own stationery, business cards or letterhead graphics, if Company's trade name or trademarks are used. Only the approved Company's graphics version and wording are permitted; letterhead, envelopes and business cards must be ordered using the online/stationery order form.

7.05 ELECTRONIC ADVERTISING

Distributors may not advertise or promote their Distributor business or Company's business, products or marketing plan or use Company's name in any electronic media or transmission, including on the Internet via web sites or otherwise, without the prior written approval of Company's legal department.

7.06 TELEPHONE LISTING

Distributors are not permitted to use Company's trade name in advertising their telephone and telecopy numbers in the white or yellow page sections of the telephone book. Distributors are not permitted to list their telephone numbers under Company's trade name without first obtaining Company's prior written approval. If approval is granted for an listing, it must be stated in the following manner: ?Independent Distributor for Company?.

7.07 TELEPHONE ANSWERING

Distributors may not answer the telephone by saying Google in Stores.com, Or in any other manner that would lead the caller to believe that he or she has reached the offices of the Company.

7.08 IMPRINTED CHECKS

Distributors are not permitted to use Company trade name or any of its trademarks or service marks on their business or personal checking accounts.

7.09 MEDIA INTERVIEWS

Distributors are prohibited from granting radio, television, newspaper tabloid or magazine interviews or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize the Company, its products or Company businesses, without the express prior written approval of Company. All media inquires should be in writing and referred to Company's corporate office, legal department.

7.10 ENDORSEMENTS

No endorsements by a Company officer or administrator or third party may be asserted, except as expressly communicated in Company literature and communications. Federal and state regulatory agencies do not approve or endorse direct selling programs. Therefore, Distributors may not represent or imply, directly or indirectly, that Company's programs, products or services have been approved or endorsed by any governmental agency.

7.11 RECORDINGS

Distributors may not produce or reproduce for sale or personal use products sold by Company or any Company-produced literature, audio or video material, presentations, events or speeches, including conference calls. Video and/or audio taping of Company meetings and conferences is strictly prohibited.

7.12 REPACKAGING PROHIBITED

Distributors may not repackage products or materials of Company.

7.13 INDEPENDENT COMMUNICATIONS

Distributors, as Independent Contractors, are encouraged to distribute information and direction to their respective Downlinks. However Distributors must identify and distinguish between personal communications and the official communications of Company.

SECTION EIGHT: PAYMENT OF COMMISSIONS

8.01 BASIS FOR COMMISSIONS

Commissions and other compensation cannot be paid until a completed Agreement has been received and accepted by Company. Commissions are paid ONLY on the sale of Company Stores and Services. No commissions are paid on the purchase of Sales materials or for Sponsoring Distributors. In order to receive commissions on Stores and Products sold, Company must have received and accepted an Agreement prior to the

end of the commission period in which the sale is made. Services provided by Google in Stores.com are not covered under binary plan hence no commission is payable.

8.02 COMMISSION PERIOD

A business period refers to the time period opening on the first (1st) day of the commission period and extending up until order entry closes on the last business day of the period (5:00p.m.). Company offices are open Monday through Friday 9 a.m.-6 p.m., with the exception of certain holidays as posted by Company (In another indirect company cycle regular commission will be calculated as every month end and released after 5 days).

8.03 COMMISSION PAYMENTS

Commissions are paid to qualified Distributors as defined within the Compensation Plan. Distributors must consult the Compensation Plan for a detailed explanation of the benefits, commission structure and requirements of the Compensation Plan.

8.04 OFFSET OF COMMISSIONS

Any commissions or bonuses earned and paid on products returned is the obligation of and must be repaid to Company by Distributors earning such commissions. Company has the right to offset such amounts against future commissions and other compensation paid or owed to such Distributors who received commissions.

SECTION NINE: PURCHASE & SALE OF PRODUCTS

9.01 STOCKPILING PROHIBITED

The success of Company depends on retail sales to the ultimate consumer; therefore all forms of stockpiling are prohibited. Company recognizes that Distributors may wish to purchase certain products for their own use. However, Company strictly prohibits the purchase of products in unreasonable amounts and prohibits the purchase of products only or primarily to qualify for compensation.

9.02 RETAIL SALES RULES

Distributors must save a copy of the Retail Sales Slip given to retail customers; receipt shall be fully completed and include the name, address and phone number of each retail customer and, upon request by Company, provide copies of such receipts to Company. If Company determines that retail sales were not actually made, the Distributor must repay Company all commissions earned during the calendar period in which the retail sales were to have been made.

9.03 SIMILAR STORES

Google AdSense Stores and Google Turnkey drop ship Stores are unique major products being sold by the company. Although similar stores as seen shall be built against distributor order with the simple change of domain name of your choice. In case any design change or another change from wholesale shipper or associated vendors from time to time shall be supplied to the distributor and no claim shall be entertained on accounts of its non similarity.

9.04 ORDERING METHODS

All orders submitted to Company shall have the Distributor Identification Number placed thereon to assist Company in crediting the appropriate Distributor.

9.05 PAYMENT OPTIONS

Purchases may be paid by cashier's check, ACH, debit card, money order, and major credit card OR Cash on Delivery (Available for select cities & areas). The Distributor and retail customers are responsible for paying the costs of any returned checks plus an administrative fee charged by Company, which fee may change at any time based on past payment history of the customer. If an underpayment is made, the order will not be processed until the full amount is received by Company. If an overpayment is made, Company will process the order and issue a credit to Distributor's account, which will automatically refund on the next commission check paid to Distributor. Orders will not be processed if cancellation of a credit card is made. Orders for products are not effective until accepted by Company. To expedite shipping, Distributors may authorize Company to keep a valid credit card on file as security for payment. Overdue amounts will accrue interest at the annual rate of 18% or at a higher if permitted by law.

SECTION ELEVEN: GENERAL PROVISIONS

11.01 INDEMNITY AGREEMENT

Each and every Distributor agrees to indemnify and hold harmless Company, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly arising out of or in any way related to or connected with allegedly or otherwise, the Distributors (a) activities as Distributor; (b) breach of the terms of the Agreement; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

11.02 PROCESSING CHARGES

Company reserves the right to institute a processing charge for commission checks and/or genealogy requests.

11.03 OTHER SERVICES & PRODUCTS

Distributors may not promote or sell another company's products or services at functions organized to feature Company's products. Distributors are not restricted from selling other company's services and products which are not similar to or competitive with the products and services of Company. However promotion of competitive services, products and/or business programs with anyone, including Distributors, is strictly prohibited.

11.04 LIABILITY

To the extent permitted by law, Company shall not be liable for, and each Distributor releases Company from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by Distributor as a result of (a) the breach by Distributor of the Agreement and/or the Terms and Conditions and/or the Policies and Procedures; (b) the operation of Distributor's business; (c) any incorrect or wrong data or information provided by Distributor; or (d) the failure to provide any information or data necessary for Company to operate its business, including, without limitation, the enrolment and acceptance of Distributor into the Compensation Plan or the payment of commissions and bonuses.

11.05 RECORD KEEPING

Company encourages all Distributors to keep complete and accurate records of all their business dealings.

11.06 FORCE MAJEURE

Company shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as but not limited to: fire, flood, earthquake, storm, power outages, labour difficulties, strikes, war, government decrees or orders and/or curtailment of a party's usual source of supply.

11.07 VIOLATIONS

It is the obligation of every Distributor to abide by and maintain the integrity of the Policies and Procedures and Terms and Conditions. If Distributor observes another Distributor committing a violation, he or she should discuss the violation directly with the violating Distributor. If the Distributor wishes to report such violation to Company, he or she must detail violations in writing only and mark the correspondence Attention: Legal Department.

11.08 AMENDMENTS

Company reserves the right to amend the Agreement, Policies and Procedures, Terms and Conditions, its retail prices, product and service availability and the Compensation Plan type at any time without prior notice as it deems appropriate. Amendments will be communicated to Distributors through official Company website and or official Company publications. Amendments are effective and binding upon submission to the Company website. In the event any conflict exists between the original documents or policies and any such amendment, the amendment will control.

11.09 NON-WAIVER PROVISION

No failure of Company to exercise any power under these Policies and Procedures or to insist upon strict compliance by Distributor with any obligation or provision herein, and no custom or practice of the parties at variance with these Policies and Procedures, shall constitute a waiver of Company's right to demand exact compliance with these Policies and Procedures. Company's waiver of any particular default by Distributor shall not affect or impair Company's rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other Distributor. No delay or omissions by Company to exercise any right arising from a default effect or impair Company's rights as to that or any subsequent or future default. Waiver by Company can be affected only in writing by an authorized officer of Company.

11.10 GOVERNING LAW

The Agreement and these Policies and Procedures shall be governed by the laws of the State of Delhi.

11.11 DISPUTES

In the event a dispute arises between the Company and a Distributor regarding their respective rights, duties under this agreement, or in the event of a claim of breach of the Distributor Agreement, it is agreed that such dispute shall be exclusively resolved pursuant to binding arbitration under the Commercial Rules of the Arbitration Association with arbitration to occur at Delhi, Delhi India . The Arbitrator may award, in addition to declaratory relief, contractual damages and shall award reasonable attorneys fees and costs to the prevailing party. An award of attorneys fees and costs shall continue through any review, appeal or enforcement of an arbitration decision. The arbitration decision may be enforced in any court of competent jurisdiction. This provision shall not be construed so as to prohibit either party from obtaining preliminary or permanent injunctive relief in any court of competent jurisdiction. The parties each expressly waive their right to collect consequential, punitive and exemplary damages from the other party.

11.12 ENTIRE AGREEMENT

The Policies and Procedures are incorporated into the Agreement and, along with the Terms and Conditions and Compensation Plan, constitute the entire agreement of the parties regarding their business relationship.

11.13 SEVERABILITY

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Policies and Procedures and Terms and Conditions, or any specification, standard or operating procedure which Company has prescribed is held to be invalid or unenforceable, Company shall have the right to modify the invalid or unenforceable provision, specification, standard or operating procedure or any portion thereof to the extent required to be valid and enforceable, and the Distributor shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.

11.14 LIMITATION OF DAMAGES

TO THE EXTENT PERMITTED BY LAW, COMPANY AND ITS DISTRIBUTORS, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES, SHALL NOT BE LIABLE FOR, AND DISTRIBUTOR HEREBY RELEASE THE FOREGOING FROM, AND WAIVE ANY CLAIM FOR LOSS OF PROFIT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO COMPANY PERFORMANCE, NONPERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP OR OTHER MATTERS BETWEEN ANY COMPANY AND COMPANY, WHETHER SOUNDING IN CONTRACT TORT OR STRICT LIABILITY. COMPANY SHALL NOT EXCEED AND IS HEREBY EXPRESSLY LIMITED TO, THE AMOUNT OF UNSOLD COMPANY SERVICES AND/OR PRODUCTS OF COMPANY OWNED BY THE DISTRIBUTOR AND ANY COMMISSIONS OWED TO THE DISTRIBUTOR.

11.15 NOTICE

Any communication, notice or demand of any kind whatsoever which either the Distributor or Company may be required or may desire to give or to serve upon the other shall be in writing and delivered by electronic communication whether by telex, telegram, Email or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested). Any such communication, notice or demand shall be deemed to have been given or served on the date of confirmed dispatch, if by electronic communication, or on the date shown on the return receipt or by other evidence if delivery is by mail.

Agreement for Employees

Performer

_____ **XXX** _____ Corporate Agent / Business Driver as post _____ **XXX** _____ handled of the previous company for _____ **XXX** _____ duly organized and existing under the laws of India, heaving its head office at _____ **XXX** _____

(Hereinafter referred to as "Company", which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns) M/s GLOBAL VENTURE IMPEX 'International Development Director' having it's Office at GLOBAL VENTURE IMPEX (Note: Address of this company is as per the rules and mandatory of Stat of Delaware for using on the base of correspondence as any kind of correspondence address, for registration information go to link page and shoot link of 4466110 at office time of Stat Delaware)

A 18, 5th FL, Ajanta Commercial Complex, Nr. Income Tacx, Ashram Road, Ahmadaba-380014, India
Call: +91 9638482589.

10685-B Hazelhurst Dr. # 5485 Houston, TX 77043, USA.

Call: +1 (774) 447-4003 FAX: +1 (610) 885-2467
(Only for USA) , <http://www.googlevibgyor.com>.

Whereas:

1. GLOBAL VENTURE IMPEX is a prominent and having client database.
2. The company is a leading corporate agent of _____ **XXX** _____ Company.
3. The company is desirous of accessing the client database of GLOBAL VENTURE IMPEX in relation to its business operations and GLOBAL VENTURE IMPEX is willing to divulge and disclose to the Company the Restricted Data (as defined hereunder), on the terms and condition more specifically under this Agreement. Now, therefore, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

Under Rules, Bounds and Boundaries:

DISTRIBUTOR'S AGREEMENT

Distributor AGREES:

1. I am of legal age in the state of my residency. I agree that as an Independent Contractor, I am responsible for determining my own business activities without direction or control by Google in Stores.com. I will not represent in any manner that I am an agent or employee of Google in Stores.com. I am responsible for the payment of all federal and

state self-employment taxes and any other tax required under any federal, state or regulatory agency.

2. This position does not constitute the sale of a franchise and no fee, charge or material purchase for participation as a Distributor has been required of me.
3. I agree that as a Google in Stores.com Distributor, I shall place the primary emphasis upon the sale of Google in Stores.com products and services to ultimate consumers.
4. In presenting Google in Stores.com products, services, marketing plan and the Distributor position to prospects, I agree that such presentations shall strictly adhere to the company policies that I will be terminated as a Distributor if I fail to do so: In each presentation of the Distributor position the prospects shall be directly informed that no fee, charge, or material purchase is necessary to become a Google in Stores.com Distributor.
5. I agree that I shall sell or distribute the majority in rupees cost over 70% of my wholesale product orders to non-Distributor consumers prior to reordering product. Retail sales records shall be maintained and subject to review and verification upon Company request.
6. In order to maintain a viable Company and to comply with changes in federal, state or local laws in economic conditions, Google in Stores.com reserves the right to amend, revise, institute, alter or modify changes including but not limited to prices, literature, policies, these Terms and Conditions, Policies and Procedures and the Compensation Plan. Any such revisions become effective and binding upon publication on the official Google in Stores.com website or other official Google in Stores.com publication. Distributor agrees to be bound by these changes.
7. I understand that no attorney general or other regulatory authority ever reviews, endorses or approves any product, compensation program or company, and I will make no such claim to others.
8. I understand that my Distributor position can be inherited or bequeathed, but cannot be transferred or assigned during my lifetime without written consent of the Company, which will not be unreasonably withheld.
9. This Agreement shall be deemed in effect upon receipt of my application for purchase of any product or otherwise simply joining as distributor and acceptance by Google in Stores.com at its home offices in Delhi, .
10. I will not promote my Distributor business nor use the Company name, or the trade names, logos, sales materials, trademarks or service marks of Google in Stores.com, except in materials provided by the Company or approved in writing by Google in Stores.com prior to their use by me. I understand that unauthorized use or duplication of trademarks or copyrighted materials is a violation of federal law.
11. I am responsible for supervising and supporting Distributors I sponsor into the program and in my commissionable Down line. I agree to maintain monthly communication and support to those Distributors in my commissionable Down line by way of any of the following, or combination thereof, personal contact, telephone communication, written communication and attendance at Distributor meetings.
12. I will not make any disparaging, false or misleading statements about the Google in Stores.com Distributor position or Company products, including but not limited to

claims that Company products diagnose, cure, or prevent disease. Display of commission checks, the making of income projections and use of Distributor income testimonials to prospective Distributors is prohibited. I will conduct myself as a Distributor in a courteous, fair and ethical manner.

13. Distributors in the same household must have the same sponsor. Change of original sponsor is not permitted. Distributor and customer lists and names are owned by Company and may never be used for any commercial or business purpose without prior written consent of Google in Stores.com. During the term of this agreement and for 120 days thereafter, Distributor shall not, directly or indirectly solicit Distributors or customers of Google in Stores.com to other network organizations.
14. This Agreement is governed under the laws of the state of Delhi. The parties agree that any claim, dispute or other difference between them shall be exclusively resolved by binding arbitration pursuant to the Commercial Rules of the Arbitration Association with arbitration to occur at Delhi, as desired by Google in stores.com the DBA & Web portal of Saab Factoring Solutions (P) Ltd. having its offices in New Delhi .

Google in Stores.com AGREES:

1. Google in Stores.com will pay Distributor commissions and bonuses on orders received and accepted for sale of products to the ultimate consumer (not sales aids) made by Distributor and his/her sales organization under the terms of the Compensation Plan.
2. Google in Stores.com will retain full authority to accept or reject any Application or any order for products. Such refusal is solely within the discretion of Google in Stores.com. No rights of action of against Google in Stores.com will arise because of any such acceptance or refusal.
3. Google in Stores.com reserves the right to amend, revise, institute, alter or modify changes including but not limited to prices, literature, policies, these Terms and Conditions, Policies and Procedures and the Compensation Plan. Any such revisions become effective and binding upon publication on the official Google in Stores.com website or other official Google in Stores.com publication. Distributor agrees to be bound by these changes.
4. Google in Stores.com provides the following fulfilment to its Distributors: New Distributor sales literature by Internet site, shipment of ordered sales aids and products are shipped within ten days of receipt of order and cleared funds, subject to availability of items ordered; calculation and payment of Distributor commissions. Payment terms on Distributor purchases: check, money order or credit card with order. No credit purchases or Commissions are payable to Distributors according to the Compensation plan which is incorporated herein by reference. Google in Stores.com may require an annual renewal fee.
5. Google in Stores.com shall not be responsible for acts beyond its control, but not limited to: fire, flood, earthquake, storms, power outages, labor difficulty, equipment failure, supplier problems, Internet / Web system failure or other difficulties that might prevent performance according to this agreement.

6. Google in Stores.com assumes no liability for personal injury from use or mishandling of any of the Google in Stores.com products.
7. Google in Stores.com does not require Distributor to sponsor and does not require any fee, charge or required purchase to be a Distributor.
8. Google in Stores.com reserves the right to terminate this agreement immediately upon receipt of sufficient information that Distributor has violated any Term or Condition of this agreement or has otherwise acted illegally or unethically.
9. Google in Stores.com will not honour or entertain any refund for any reason, the product being of internet / knowledge related.
10. Google in Stores.com requests that all Distributors obey the letter and the spirit of the law.

Agreement for Collection Centres

Performer

_____ **XXX** _____ Corporate Agent / Business Driver as post _____ **XXX** _____ handled of the company for _____ **XXX** _____ duly organized and existing under the laws of India, heaving its head office at _____ **XXX** _____

(Hereinafter referred to as "Company", which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns) M/s GLOBAL VENTURE IMPEX 'International Development Director' having it's Office at GLOBAL VENTURE IMPEX (Note: Address of this company is as per the rules and mandatory of Stat of Delaware for using on the base of correspondence as any kind of correspondence address, for registration information go to link page and shoot link of 4466110 at office time of Stat Delaware)

A 18, 5th FL, Ajanta Commercial Complex, Nr. Income Tax, Ashram Road, Ahmadaba-380014, India

Call: +91 9638482589.

10685-B Hazelhurst Dr. # 5485 Houston, TX 77043, USA.

Call: +1 (774) 447-4003 FAX: +1 (610) 885-2467

(Only for USA)

Whereas:

1. GLOBAL VENTURE IMPEX is a prominent and having client database.
2. The company is a leading corporate agent of _____ **XXX** _____ Company.
3. The company is desirous of accessing the client database of GLOBAL VENTURE IMPEX in relation to its business operations and GLOBAL VENTURE IMPEX is willing to divulge and disclose to the Company the Restricted Data (as defined hereunder), on the terms and condition more specifically under this Agreement. Now, therefore, in consideration of

the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

Under Rules, Bounds and Boundaries:

- 01.** You will have to be as greater and totally faithful person as for the company and for the business development of the company and for your trend business.
- 02.** You can be able to collect 70% of the amount on the base of your deposited money mind it this will not be refundable if you fail for this contract in between the contract limit (Contract minimum time limit is One Year and after this if you want to collect deposit back then you will have to apply for this concern and after this you will get this amount after 45 days then you can't allow to file for this interest of this amount, even if your collection center daily collection will go higher than 70% your deposit will go ahead on the base of daily collection) as for the Units selling on the base of your deposited amount as per the daily transaction and will be deposited whole collected amount in the company indicated bank account or will transfer it to company indicated negotiable instruments every day before 5:00PM.
- 03.** You will get some of 50Rs. for each collection of the Units and that will be taxable income for you and company have right to get this tax from your over all income even for the premium collection charge will be taxable for you like on 43 \$ premium you can get 1 \$ on 53 \$ Premium you can get 1.5\$ on 65 \$ Premium you can get 3 \$ and on 75 \$ Premium you will get 3.5 \$ this will change on the every 4 th time multiplication Ex.(65 \$ Premium*3 =195 \$, Your Collection fees will be 9 \$, this will be applicable on the single person Premium)
- 04.** Collection centre will have own or rented 15*15 office and one computer with one centre operator and for this concern company will now pay any kind of rent , fees, bills or salary for the driving of this centre.
- 05.** Collection centre will support to the customer or our employee or workers as they need help even for the business development or for the products knowledge and for the product purchasing even for the product packaging and many more whatever related with the company corporate business.
- 06.** Collection centre will be able to print admission card and brochures but there will be they need to give serial number directed as from the company management. even they will be able to get advertise on the back side blank page portion but for that every 2000 copy of the admission cards or brochure Agency Incorporation (Collection Centre) will have to pay 10% of advertising amount whatever they collected for the opposite party as for the advertising amount.
- 07.** Agency Incorporation (Collection Centre) will get 15% of flat benefits on the selling goods retailing price as for the company indicated of the physical products which will be allotted from the other company associates and from this earned amount they have to pay 30% to the company as corporate sell.
- 08.** Agency Incorporation (Collection Centre) will need to understand the need of the company and will have to follow the rule as company directed as soon as possible.
- 09.** Agency Incorporation (Collection Centre) will get advertising for the online page of our

associates and for that opposite party need to pay 800\$ as for the yearly fees even they will allow to sell their 3 different items good via our marketing strategy as company directed selling norms and condition their you will get 30% of commission on the collecting advertising fees.

10. All other rules and regulation what ever not indicated in this contract that also you have to follow as indicated on the board of the company side but make sure that will not created for any harms for your or your business.
11. Please remember company will not pay any of the expanses whatever you do after your business development or for your or company kind concern because company believe that he will pay enough amount as from the commission on the particular every transaction.
12. Collection centre operator will not able to taking part in the company FCPS or Sunflower System.
13. Collection centre need to company whole data transition as per company indicated as soon as possible even on the daily basis.
14. Any kind of legislative matter will be applicable in the court of Texas (USA) only.
15. Every price and every rules regarding matter will be change without any prior intimation if it will be taking in the account of the safety of the company y or in the benefits of all workers, member and customers or for business related whole man kind.

Agreement for General rules and regulatory and company's internal governing system and formations or applications

Agreement for Product or M.O.U.

This Agreement ("Agreement") is made Dated on ____ **XXX** _____. Place at ____ **XXX** ____
("Effective Date") by and between.

Product

01. _____ Comp _____
02. _____ Comp _____
03. _____ Comp _____

Deposited to

(M/s GLOBAL VENTURE IMPEX)

Minimum Deposited Fees for one year up to three items of Products and will not refundable after paid 800 \$ for one (1) Year.

1. **Performer** _____ **XXX** _____ Corporate Agent / Business Driver as post _____ **XXX** _____ handled of the company for _____ **XXX** _____ duly organized and existing under the laws of India, heaving its head office at _____ **XXX** _____

(Hereinafter referred to as "Company", which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns) M/s GLOBAL VENTURE IMPEX 'International Development Director' having its Office at GLOBAL VENTURE IMPEX (Note: Address of this company is as per the rules and mandatory of Stat of Delaware for using on the base of correspondence as any kind of correspondence address, for registration information go to link page and shoot link of 4466110 at office time of Stat Delaware)

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(Only for USA)

Whereas:

1. GLOBAL VENTURE IMPEX is a prominent and having client database.
2. The company is a leading corporate agent of _____ **XXX** _____ Company.
3. The company is desirous of accessing the client database of GLOBAL VENTURE IMPEX in relation to its business operations and GLOBAL VENTURE IMPEX is willing to divulge and disclose to the Company the Restricted Data (as defined hereunder), on the terms and condition more specifically under this Agreement. Now, therefore, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

2. Definition and interpretation

2.1. Definitions

In this agreement, including the Recitals above and the Schedules and Annexure hereto except where the context otherwise requires, the following capitalized words and expressions shall have the following meaning: "Agreement" shall mean this Agreement including all Recitals, annexure and schedules thereto; "Applicable Law" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, directions and judgments or other requirement of any Government Authority in India; "Business Day" shall mean a day other Saturday and Sunday on which banks are open for normal banking business in India; "Confidential Information" means all information, data disclosed (where in writing orally or by means) by either party to the other or to each other or by a third party on behalf of any of the foreign parties and shall include but not be limited to:-

- (i) any information ascertainable by inspection or analysis of samples;

- (ii) any information relating to the disclosing party's business, operations, processes, plans, inventions, products information, know how, design rights, trade secrets, software, market opportunities, customers and business and financial affairs and any information or data; and
- (iii) all analysis, compilations, forecasts, studies or other documents prepared by either party in connection with any review of or which contain or reflect any information provided by the disclosing party or disclosing party's representatives. "Effective Data" shall mean the data on which the Parties execute this Agreement; "Fees" shall mean the amount payable the company to GLOBAL VENTURE IMPEX in consideration of the right to use the restricted data described in this Agreement; "Force Majuro" shall mean the following events and circumstances to the extent that they, or their consequences, have an effect described herein;
 - (a) Acts of God Including, without limitation, fire, storms, flood, earthquakes, lightning and other natural disasters;
 - (b) War, hostilities, terrorist acts, riots, civil commotion or disturbance, change in government laws, orders or regulations adversely affective or preventing due performance by any Party of its duties, obligations or responsibilities under this Agreement, embargoes, actions by a government (central or stat, in India or overseas) or an agency therefore, sabotage or explosions;
 - (c) Strikes, lookouts or other concerted industrial action; and
 - (d) Interruption or deficiency of any satellites. "Governmental Authorities" includes the Insurance regulatory and Development Authority in case of insurance and investment based products; "Person" means any natural person, firm, company, government authority, joint venture, partnership, association or other entity (whether or not having separate legal personality); "Restricted Data" shall mean all data relating to customer's of GLOBAL VENTURE IMPEX their insurance need whether they are in electronic, digital or print information and documentation, whether oral, or recorded in any form or medium, either developed, commissioned or owned by GLOBAL VENTURE IMPEX and as more specifically detailed in **Schedule 1** "Term" shall have the meaning ascribed to it in Clause 7.1; and

2.2. Interpretation

In this agreement (unless the context requires otherwise):

- (a) Clause headings are for reference only and shall not affect the construction or interpretation of this Agreement;
- (b) Reference to the singular includes reference to the plural and vice versa, and reference to a gender includes a reference to the other gender;
- (c) Reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- (d) Reference to statutory provisions shall be constructed as meaning and including references also to any statutory amendment or re-enactment (whether before or

- after the date of this Agreement for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;
- (e) Reference to any Clause, Schedule or Annexure shall be deemed to be a reference to such Clause, Schedules or Annexure of or to this Agreement; and
 - (f) The Recitals, Schedules and Annexure to this Agreement shall be deemed to form an integral part of this Agreement.

1. Grant of Permission

Subject to the terms of this Agreement, GLOBAL VENTURE IMPEX hereby grants to the Company, exclusive permission to use the restricted data a identified **Schedule 1** attached hereto in the Territory, in accordance with the terms and condition contained herein. The Restricted data can be used from the Effective Date. M/s GLOBAL VENTURE IMPEX cannot have a similar agreement or arrangement with any other insurer.

1. Terms of Use

- 4.1. The parties agree that access to the Restricted data will be limited solely to company and, or its authorized users ("Authorized Users").M/s GLOBAL VENTURE IMPEX acknowledge and assured the Company and warrants that it is the sole and exclusive owner of the Restricted data and is under no legal other liability (including any contractual liability) that prohibits M/s GLOBAL VENTURE IMPEX from giving access to the Restricted data to the Company.
- 4.2. The Company may use the restricted data for furthering its insurance business if applicable here as insurance business (including by soliciting). The Company may do this by itself or through its employees, agents, representatives, affiliates or vendors.
- 4.3. During the terms, if the Company requests M/s GLOBAL VENTURE IMPEX to provide any other restricted data, in addition to the Restricted data detailed in **Schedule 1** to be provided by M/s GLOBAL VENTURE IMPEX and/or, if the Company desires to change or modify the nature or content of the restricted data that is provided by GLOBAL VENTURE IMPEX in Accordance with the terms of this Agreement, the Parties shall discuss such proposed additions and/or changes in the Restricted data, in good faith and shall amend the terms of this Agreement to record such new understanding in accordance with the provisions of this Agreement.
- 4.4. The Company Acknowledges and Agrees that M/s GLOBAL VENTURE IMPEX is the legal and beneficial owner, of all common law rights in the Restricted data and the Company shall not assert any claim of ownership to the Restricted data by virtue of Company's use of the Restricted data, or otherwise.

5. Fees

- 5.1. In condition of the exclusive and non-transferable right to use the Restricted Data to be provided by M/s GLOBAL VENTURE IMPEX pursuant to this Agreement, the Company M/s GLOBAL VENTURE IMPEX in accordance with the provisions of this Agreement and

Application Law. The quantum of fees shall be as mutually agreed between the Parties from time to time.

- 5.2. All fees or part therefore due to M/s GLOBAL VENTURE IMPEX shall be paid by Company through transfer to such bank account or account as M/s GLOBAL VENTURE IMPEX may designate to Company in writing. Payment shall be made within XXX Days from the date of invoice, provided in case of any dispute regarding the invoice, the said period of XXX shall start only after the dispute is resolved to mutual satisfaction.
- 5.3. All Payment due to M/s GLOBAL VENTURE IMPEX in accordance with the provisions of this Agreement shall be made by Company after deducting all withholding taxes and other applicable taxes in accordance with applicable law.
- 5.4. For the avoidance of doubt, in the event that M/s GLOBAL VENTURE IMPEX is required by any law or regulation to make any payment towards taxes from the performance of its obligations under this Agreement including value added tax (VAT), service tax and/or any other taxes or deductions imposed by any governmental authorities, such sums shall be payable solely by M/s GLOBAL VENTURE IMPEX is also responsible for and will bear all fringe taxes that the company may becomes liable to pay in relation to this agreement.

6. **Representation and Warranties**

- 6.1. Each Party represents, severally and not jointly, to the other Party hereto that:
 - (a) Such Party is duly incorporated or organized with limited liability and existing under the laws of the jurisdiction of its incorporation or organization;
 - (b) The execution and delivery by such Party of this Agreement and the performance by such Party of the transactions contemplated hereby have been duly authorized by all necessary corporate or other action of such Party;
 - (c) Assuming the due authorization and delivery hereof by the other Party, this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights generally; and
 - (d) The execution, delivery and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby will not
 - (i) violate any provision of the organization or governance documents of such Party,
 - (ii) violate or conflict with any contract that the warranting Party may have with any Person;
 - (iii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or laps of time or both constitute) a default under, any instrument, contract or other agreement to which such Party is a party or by which such Party is bound,

- (iv) violate any order, judgment or degree against, or binding upon, such Party or upon, such Party or upon its respective securities, properties or businesses or business, or
 - (v) violate any Application Law (and in the case of M/s GLOBAL VENTURE IMPEX any other law that M/s GLOBAL VENTURE IMPEX may be subjected to.
- (e) M/s GLOBAL VENTURE IMPEX further represents and warrants to Company, that M/s GLOBAL VENTURE IMPEX is the rightful of the Restricted Data and is entitled to authorize Company to use the Restricted Data as described hereinabove and such authorization or any third party and will not bind Company to any third party.

7. Term and Condition

- 7.1. The Parties hereto agree that the term of this Agreement Commences from the Effective Date for a period of 0 (1) years thereof ("Term"). The term shall be deemed to be automatically renewed upon the expiry of the Term for a further period of 0 (3) years at a time, on the same terms and conditions or on mutually acceptable terms and conditions. in the event either Party dose not want to renew the Agreement, then the non-renewing Party shall issue a prior written notice of one (1) Month prior to the expiry of the Term stating its intention of nonrenewal.
- 7.2. Company may, without being required to assign any reason for the same and without liability terminate the Agreement, by issuing thirty (30) days prior written notice to the company.
- 7.3. Company may terminate this Agreement without giving notice in the event of one or more of the following:
- (a) The Company has applied for voluntary winding up or an order is passed by a competent court or tribunal for its winding up;
 - (b) Appointment of a trustee or receiver for all or any part of the assets of the Company;
 - (c) Assignment for the benefit of creditors of the Company;
 - (d) Attachment of the assets of the Company;
 - (e) Any breach of the terms and conditions pertaining to the Confidential Information provisions Contained herein;
 - (g) The Company has either directly or indirectly been involved in any breach of Law;
 - (h) The Company uses the logo of _____ **XXX** _____ contrary to the terms and conditions of this Agreement; or (i) Company is required to do by Insurance Regulatory and Development Authority in the case of Insurance and investment Products as corporate of _____ **XXX** _____

8. Indemnity

- 8.1. Subject to compliance by a Party (the “Aggrieved Party”) with its obligations under this Agreement, the other Party (“Defaulting Party”) shall indemnify the Aggrieved Party against any Liberty, claim, damages, actions or proceedings (Including, without prejudice to the generality of the foregoing, all reasonable costs and expenses which the Aggrieved Party may reasonably incur in defending any proceeding) which the Aggrieved Party may incur or suffer by reason of any breach of the terms, provisions, sections, clauses, conditions and stipulations of this Agreement by the defaulting Party, or the actions, neglect or stipulations of this Agreement by the Defaulting Party, or agents in the performance of the Defaulting Party’s obligations under this Agreement; or the proven infringement of the intellectual property rights, confidential information and trade secrets of any third party by the Defaulting Party.
- 8.2. Notwithstanding the Provisions of Clause 8.1. herein and any other term contained in this Agreement, neither party shall not be liable for any indirect, special, collected, loss of profits, loss of goodwill, or other consequential loss or damage suffered or incurred by the other Party, even if advised about the possibility of the same.
- 8.3. The Defaulting party’s liability to the Aggrieved Party under Clause 8.1 and for breach of any one or more of the terms and conditions of this Agreement shall be determined by an arbitrator appointed pursuant to the provisions of Clause 19.
- 8.4. The responsibility or obligation to indemnify set forth in this Clause 8 shall survive the termination of this Agreement.

9. **Confidential**

- 9.1. Each Party undertake that it shall not reveal, and shall use its reasonable efforts to endure that its directors, officers, managers, partners, members, employers, legal, financial and professional advisors and bankers (collectively “Representatives”)do not reveal, to any third party any confidential information without the prior written consent of the Company or the concerned Party, as the case may be.

9.2. **Exceptions**

The provisions of Clause 9.1 shall not apply to:

- (a) Discloses of Confidential Information that is or becomes generally available to the public other Than as a result of disclosure by or at the direction of a Party or any of its Representatives in violation of this Agreement;
- (b) Disclosure by a Party to its Representative provided such Representative are bound by similar confidentiality obligations; or
- (c) Disclosure, after giving prior notice to the other Parties to the extent practicable under the circumstances and subject to any practicable arrangements to protect confidentiality, to the extent required under the rules of generally accepted accounting principles applicable to any Party or Judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of relation to this Agreement.

9.3. **Right and Remedies upon Breach**

If a Party ("Disclosing Party") breaches, or threatens to commit a breach any of the provisions of this Clause 9, the other Party ("Non Disclosing Party") which is the proprietor of the Confidential Information shall have the right and remedy to have such provisions specifically enforced by any court or tribunal having jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to such Non Disclosure Party's interests and that monetary damages may not provide an adequate remedy to such Non Disclosure Party.

9.4. **Restricted Data**

Usage of restricted Data by the Company in terms of this Agreement is expressly permitted and will not amount to breach of any confidential provisions applicable on the Company.

1. **Entire Agreement**

This Agreement sets forth the entire understanding between the Parties and supersedes all prior agreements, arrangements and understanding relating to the subject matter hereof between the Parties.

2. **Notices**

Any notice required to be served under the provisions of this Agreement shall be in writing and shall be deemed to have been duly served if hand-delivered or sent by facsimile with proof of transmissions or within India by Registered AD, registered or recorded delivery or outside India by registered airmail correctly addressed to the relevant Party's address as specified in this Agreement or at such other address as either Party may hereafter designate from time to time in accordance with this clause, Notices given personally or by telegram or facsimile shall be deemed given on the date of delivery or transmission, whereas notices given by mail shall be deemed giving seven (7) days after mailing, unless there exists proof for earlier delivery.

3. **Amendment**

This Agreement shall not be modified, altered or amended in any manner whatsoever except by an agreement in writing signed by both Parties in which this Agreement is expressly referred to.

4. **Waiver**

The failure of a Party hereto to exercise or enforce any right under this Agreement shall not be deemed to be waiver thereof nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

5. Compliance with Applicable Law

The Parties shall ensure that the grant of the right to use the Restricted Data by Company is in accordance with all Applicable Law. If a charge of non-compliance with any Applicable Law occurs, then each Party shall promptly notify the other Party of such charge in writing. Each Party shall be responsible for any fines and penalties arising from any noncompliance by it with the applicable Law.

15. Further Assurance

Each Party shall without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement including amendments or additions to the Restricted Data. Without limiting the generality of the foregoing If any approval of any governmental authority is required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavours to obtains such approval.

16. Sever-ability

The provision of this Agreement are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of Applicable Law. If any provision of this agreement to eh application of the agreement to any Party or circumstances shall, for any reason and to any extent, be held invalid or unenforceable, neither the reminder of the Agreement no the application of the Agreement or such provision to any other Party or circumstance or other instruments referred to in the Agreement or affected provision shall be affected thereby but, rather, the same shall be enforce to the fullest extent permitted by Applicable Law. In the event that any provisions of this Agreement, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or enforceability.

17. Counterparts

This Agreement may be executed in one or more counterparts, each of with shall be deemed to be an original and all of which to gather shall constitute one and the same instrument.

18. Force Majors

To the extent that either Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed, directly or indirectly, by a Force Major Event, or such non-performance could not have been prevented by reasonable precautions, then the non-performance could not have been prevented by reasonable precautions, then the non-performing Party shall be excused from any further performance of those obligations. The non-performing Party shall only excused for so long as such Force Major Event continues and such Party continues to use its best effort to re-commence performance whenever and to whatever extent possible without delay, including through the use of alternate source, work around plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Major Event shall immediately notify in writing to the other Party of the occurrence of the Force Major Event and describe the Force Major Event in reasonable detail. In the event the Force Major Event does not cease to exist for a period of [four (4) weeks], then Company shall have the right to terminate this Agreement hereof. In the event of such termination, on further Fee shall be payable by company, over and above the amount already paid to M/s GLOBAL VENTURE IMPEX prior to such Force Major Event for Restricted Data actually provided, pursuant to the terms herein within [30] days of receiving the termination notice from Company.

19. **Governing Law and Arbitration**

This agreement shall be governed by and constructed consecutively in accordance with the government of International with cyber crime support based, without giving effects to its principal of conflict of laws.

- 19.1 The Parties shall use their best effort to amicably settle all disputes arising out of or in connection with this Agreement in the following manner;
- (a) The Party raising the dispute ("Disputing Party") shall address to the other Party ("Non-Disputing Party") a notice requesting for an amicable settlement of the dispute within a period of ten (10) days of receipt of such notice.
 - (b) The dispute shall be referred for negotiation and discussions between the respective chairpersons of the Parties. The dispute shall be resolved and the agreed cursor of action shall be documented within a period of 30 (thirty) days.
 - (c) Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, between the Parties, which cannot be settled by negotiation in the manner set out in sub-clause (a) above, may be resolved exclusively by arbitration and such dispute may be submitted by either Party to arbitration within 30 (thirty) days of the failure of negotiations.
 - (d) The arbitration shall be held in Ahmadabad, India and conducted in accordance with the Indian Arbitration and Conciliation Act, 1996.
 - (e) The Disputing Party shall appoint one (1) arbitrator, and the Non-Disputing Party shall appoint one (1) arbitrator. The two (2) arbitrators shall then jointly appoint

a third arbitrator and the arbitration shall be conducted by the said panel of three arbitrators.

- (f) The Arbitration proceedings shall be conducted in the English language.
- (g) The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction.
- (h) Each Party shall bear the cost of preparing and presenting its cause, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
 - (i) Subject to the arbitration provisions contained above, this Agreement and all matters relating to or arising there from shall be subject to the exclusive jurisdiction of the courts at Ahmadabad, India.

20. **Survival**

It is Expressly agreed by the Parties hereto that the provisions of clauses 3,4,7,8,9,15,19 and 20 shall survive the expiry or termination of this Agreement. **In Witness Whereof** the Parties hereof have executed this Agreement on the day and year first above written

Schedule 1

*** Database of prospective clients for by _____ As
_____ for _____
Products of _____

(1) For _____
Director: _____
Witness: _____

(2) For M/s GLOBAL VENTURE IMPEX
Director: _____
Witness: _____

Subject: _____

Respected Sir,

I am _____ and wanted to get posting in the company for
Company Adviser / Agency manager / Agency No: _____ Name for
consulting the people in the matter of investments and insurance through present company
named _____ from last _____ years. I without any of the under force or
unconsciousness declared for the company, International Development Director having it's
Office at _____

(Note: Address of this company is as per the rules and mandatory of Stat of Delaware for using

on the base of correspondence as any kind of correspondence address, for registration information go to link page and shoot link of 4466110 at office time of Stat Delaware)

A 18, 5th FL, Ajanta Commercial Complex, Nr. Income Tax, Ashram Road, Ahmadaba-380014, India
Call: +91 9638482589.

10685-B Hazelhurst Dr. # 5485 Houston, TX 77043, USA.

Call: +1 (774) 447-4003 FAX: +1 (610) 885-2467

(Only for USA)

their all the concerning matters like regulatory and governing acts are as my best of the present knowledge in my sense and mind, I strongly recommend whole rules and regulations in my mind, where I don't have any of the accuse or complication with declared I don't have any problem with the company and its working strategies neither in the present nor in the future too. I have strongly believed in advanced, when ever company need to change any of the regulatory field for the benefits of Members, Employees and in the favour of Company, I will be in the face of favour with GLOBAL VENTURE IMPEX. With these documents I had submitted my IRDA license's copy and Company Admit Card and request to the company to get me in to its system as I am totally faith full for them. Thanks in anticipation for hope of your joining us with under writing and signed. I Certify that I have read and understood all the Questions set in this admission card and the answers I have furnished on this form are true and correct to the best of my knowledge and belief, I understand that any false or misleading statement may result in the permanent refusal of a visa or denial of entry on the US I understand that possession of a visa does not automatically entitle the bearer to enter the US upon arrival at port of entry if He or She found inadmissible.

Yours truly,

* 01

* 02

Bar-code Signature of

Document

Please Attest your Picture here **As above understand and acknowledgment copy when you read and undersign it means your in totally concentrate and without any hesitate or under pressure and any unforced fully or psychologically on the normal conditions and in full of good faith with whole attention agree to join with company as indicated upper subjection mater.**