

## **NILACHARAL LTD RESELLER AGREEMENT**

This Reseller Agreement ("AGREEMENT") is made and executed on \_\_\_\_\_ by and between NILACHARAL LTD, 18 Collingwood Road, Crawley, RH10 7WG, UK (hereinafter referred to as "NILACHARAL") and \_\_\_\_\_ (hereinafter referred to as "RESELLER").

### **1. INTRODUCTION TO LIGHT KEY WELLNESS SYSTEM & NILACHARAL LTD**

Light Key Wellness System consists of a set of practices, processes, and attunement using Light Keys, Light Key frequencies and Light Key elements. It helps individuals to embrace their divinity and be the master of their universe. This system is channeled by Nirmala Raju (Nila) since 2011.

Nila provides Light Key Wellness System's products and services through her company NILACHARAL LTD ("NILACHARAL"), registered in the UK.

### **2. RESELLER PROGRAM**

NILACHARAL has developed and is offering individuals the opportunity and the right to act as an independent reseller of its products as specified in Clause 3, with a life-time non-exclusive right to advertise, market, promote and resell the product ("RESELLER").

### **3. PRODUCT ALLOWED FOR RESALE**

Releasing Into Abundance with Light Matrix ("PRODUCT")

### **4. OBLIGATIONS OF THE RESELLER**

By signing up for the RESELLER license, the RESELLER agrees to be bound by the following terms and conditions:

4.1. Payment of a one-time license fee of \$297.

- The fee paid is non-refundable.
- The PRODUCT is in English and in audio format with pdf notes. The fee does not include the right to translate the PRODUCT in another language or to create the PRODUCT in another format (eg mobile app).
- The RESELLER has to seek approval from NILACHARAL if he/she wants to translate the PRODUCT in another language or create the PRODUCT in another format (eg mobile app). This will solely be at the RESELLER'S expense and it may require a separate agreement.

- 4.2 The RESELLER has to charge the PRODUCT at a minimum price of \$22, as set by NILACHARAL. At no point of time, the product can be made freely available for the public.
- 4.3 The RESELLER will not claim the rights to use any of NILACHARAL's proprietary terms / trade marks (including "NILACHARAL", "Infinite Healing", "Light Keys", "Light Medicine", and "Earth Medicine") without express consent from NILACHARAL.
- 4.4 The RESELLER agrees to adopt the highest professional, ethical, and legal standards and to make every effort to maintain integrity of NILACHARAL.
- 4.5 The RESELLER agrees to cooperate with NILACHARAL in accurately presenting NILACHARAL's services and qualifications to the public at large in order to avoid confusion and misrepresentation.
- 4.6 The RESELLER understands that it is his / her responsibility to adhere to statutory / legal requirements pertaining to the State/ Country where he / she operates from.
- 4.7 The RESELLER understands that NILACHARAL and/ or Nirmala Raju make no warranty of any kind, express or implied, to the outcome from the PRODUCT.
- 4.8 The RESELLER understands that the results vary from person to person, it cannot be guaranteed, and it is not a replacement for any professional help that may be required.
- 4.9 The RESELLER agrees that NILACHARAL is not liable for any error of judgment or of law, or for any loss suffered by the him/herin connection with the practices to which this Agreement relates.

## **5. USE OF THE NILACHARAL'S COPYRIGHT MATERIALS**

The PRODUCT issolely owned by NILACHARAL and / or Nirmala Raju. By signing this Agreement, the RESELLER agrees to be bound by the following terms and conditions associated with copyright materials:

- 5.1. The RESELLER will not produce or reproduce NILACHARAL's material in any form, nor will the RESELLER provide NILACHARAL's material to any unauthorized person for presentation, production, or distribution without prior written permission from NILACHARAL.
- 5.2. The RESELLER will not use names or addresses from NILACHARAL's database unless he / she is specifically authorized to do so, nor will he / she share confidential NILACHARAL's information with any other parties for any other purposes.
- 5.3. The RESELLER will not use NILACHARAL's copyrighted material in any product or coursesthat he / she develops on her own.

5.4. The RESELLER will not use NILACHARAL's name and/ or logo in such a way that implies that he / she represents the organization in any capacity other than that of an independent RESELLER of the PRODUCT.

**6.0 This agreement is not transferable to a third party under any circumstances. The reseller cannot assign reselling rights to any one either.**

## **7. AMENDMENTS**

NILACHARAL has the right to amend/modify the requirements for the RESELLER license. At least 30 days' notice will be given to the RESELLER and he / she can choose to continue or terminate the agreement.

## **8. TERMINATION**

NILACHARAL retains the right to withdraw the RESELLER AGREEMENT when there is a violation of this AGREEMENT or unacceptable code of conduct is observed. When a RESELLER'S AGREEMENT is cancelled, he / she may no longer resell the PRODUCT. If the RESELLER were to do so, such misrepresentation could damage the reputation and goodwill of NILACHARAL and Nirmala Raju, and could also result in liability to NILACHARAL or Nirmala Raju.

## **9. WAIVER**

None of the terms of this AGREEMENT may be waived without written agreement of the party against whom enforcement of such waiver is sought. The failure or delay of either party in enforcing any of its rights under this AGREEMENT shall not be deemed a continuing waiver of such rights.

## **10. SEVERABILITY**

If any provision of this AGREEMENT is, becomes, or is deemed invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to the applicable laws so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties hereto, it shall be stricken and the remainder of this AGREEMENT shall remain in full force and effect.

## **11. GOVERNING LAW**

This AGREEMENT shall be governed by and construed in accordance with the laws of England and Wales, and the parties hereby submit to the jurisdiction of the England courts.

## 12. SIGNATURES

Reseller	
Name	
Signature	

CEO of Nilacharal Ltd	
Name	
Signature	