

Memorandum of Understanding between Blushylady Enterprises Pvt Ltd.

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Mr/Ms

This Memorandum of Understanding was made on 18th August, 2023 between **Blushylady Enterprises Pvt Ltd.** (hereinafter referred to as Blushylady) with its registered address at Nayabazar, Kathmandu, Nepal and **Ms. Chadani Kapali** (hereinafter referred to as “Miss Kapali”) having its registered address at, Kathmandu, Nepal.

Blushylady is one of the registered e-commerce platforms providing its services in 2020. We have been selling goods and services using different digital platforms i.e. Websites, Instagram, Facebook, Tiktok and other social media platforms. We hold official distributorship for brands like MELAO (focused on skincare products) and O.TWO.O (offering cosmetics products), with plans to expand our brand portfolio further. Our primary focus is enhancing the Health and Beauty sector in the Nepalese market.

Miss Chadani who has completed her +2 degree from Category.

1. Definitions

Unless inconsistent with or otherwise indicated by the context, the definitions set out hereunder shall bear the following meanings ascribed to them.

1.1. Affiliates:

An affiliate marketer is an individual who promotes a product or service of the blushylady company and earns a commission for each sale made through their unique affiliate link. These commissions are usually a percentage of the sale price or a fixed amount.

1.2. Affiliator:

An affiliator is Blushylady company itself who establishes and maintains relationships or partnership with their affiliates for mutual benefit and collaboration.

1.3. Commission:

An affiliate marketer commission is a form of compensation or business rewards given to affiliates by the company for each purchase through their own referring link. In consideration of the mutual covenants outlined herein and with the intention of establishing a legally binding understanding, the parties hereto agree as follows:

2. DURATION OF AGREEMENT

This Agreement shall be effective from the date indicated above and shall remain in force for a duration of one year. The Agreement will undergo an annual review to accommodate any necessary modifications required during its operational course. Renewal of the contract for subsequent periods will be determined based on insights gathered from the annual review. Termination of this Agreement by either party may occur in accordance with Clause 9 outlined below.

3. SCOPE OF THE AGREEMENT

3.1 Purpose and Facilitation:

This Agreement is established between the parties with the primary aim of facilitating and promoting an online earning platform, particularly catering to individuals seeking part-time earning opportunities. The platform is designed to provide individuals with an approach for online-based income generation.

3.2 Application Review and Acceptance:

The company reserves its right to accept or reject any application based on its scrutiny as per its policy with proper justification to affiliates.

4. COMMISSION FEE

Blushylady will be providing certain rewards to the affiliates Miss,,,,, on the basis of the purchases made by the customer through their special referral code. The detail commission fees are listed below:

1. Melao Brand Products :	20% commission
2.	
3.	
4.	
5.	
6.	
7.	

5. AT CHARGES

The company will apply a tax charge of 1.5% on the total earned commission before disbursing payments to affiliates. This tax is applicable up to a maximum annual commission of NPR 500,000.00. Once an affiliate's earned commission surpasses the annual threshold of NPR 500,000.00, a tax rate of up to 15% will be applied to their total earned commission.

6. DUTIES AND RIGHTS OF BlushyLady

6.1. Dedicated Affiliate Portal:

The company may develop a differentiated website portal appropriate for the affiliates. We are committed to providing our affiliates with the best tools and resources. To streamline your experience, we have developed a user-friendly website portal exclusively for affiliates. Here, you can track your earnings, access promotional materials, and stay up-to-date with the latest products and offers.

6.2. Training and Orientation:

BlushyLady provides comprehensive training to affiliates on various aspects. This includes guidance on creating accounts within the Youth-Centric Affiliate Program portal, generating personalised product referral links, and orientation on our products and services.

6.3. Commission Structure:

The company shall pay commission as mentioned in clause 4 for each product purchased and paid by the customer using the affiliate's individual product referral link.

6.4. Timely Payments:

Your hard work deserves prompt rewards. We ensure that all commission payments will be processed on time and according to the agreed-upon schedule i.e. every 15 days. You can rely on us to provide accurate and timely compensation for your efforts.

6.5. Application Review:

BlushyLady undertakes a thorough review of submitted online application forms and associated supporting documents. We retain the right to accept or reject any application based on this scrutiny, ensuring the integrity of the program.

6.6. Equal Opportunity:

We are proud of our diverse community of affiliates, and we are fully committed to treating each member fairly and equally. There will be no discrimination based on factors such as age, gender, race, or background. Our affiliate program is open to all the youths, and success is simply determined by your dedication and performance.

6.7. Feedback and Collaboration:

We value your insights and input. Your feedback will be taken into consideration as we continuously refine our affiliate program. We believe in collaboration and actively seek ways to improve based on your experiences and suggestions.

6.8. Quality Control:

We value our brand reputation and the trust of our customers. While we encourage creative marketing strategies, any affiliate marketing strategies, tools, or content that might negatively impact our company's goodwill will be reviewed and addressed accordingly. We believe in maintaining a positive brand image to ensure the long-term success of our affiliates.

6.9. Code of Conduct:

We expect all affiliates to uphold ethical standards and follow our code of conduct. This includes respecting intellectual property rights, avoiding spam or misleading marketing practices, and engaging in a responsible promotion that reflects positively on our brand.

6.10. Suspension for Violations:

In cases where affiliates violate our company's rules, terms, or code of conduct, BlushyLady retains the right to suspend or terminate the affiliate's id or account in the program. Such actions will be taken after a careful review, with the aim of upholding the program's integrity and safeguarding our brand reputation.

6.11. Delivery Charges and Shipping:

BlushyLady facilitates the delivery of products to customers who make purchases through the affiliate's referral links. The charges will be clearly communicated to the customer during the purchasing process and will be added to the product's total cost.

7. DUTIES AND RIGHTS OF AFFILIATES

7.1. Developing Marketing Strategies:

Affiliates are entrusted with the responsibility of devising effective marketing strategies that harness digital media channels, including but not limited to social media marketing, content marketing, and other online platforms. These strategies should maximise product visibility and engagement.

7.2. Expanding Market Reach:

Affiliates play a pivotal role in exploring new markets for existing products. This involves crafting targeted marketing strategies aimed at specific customer segments, thereby contributing to the expansion and diversification of our product reach.

7.3. Creating Compelling Content:

Affiliates are encouraged to generate captivating and shareable content showcasing our products. This may encompass a range of media, such as TikTok videos, social media posts and videos, images, and product reviews. The goal is to create engaging content that resonates with the audience.

7.4. Confidentiality Obligations:

Affiliates hold a duty to maintain confidentiality of information of company internal policies, rules and regulation, and customer data obtained during the course of the period. Any obligation arising due to failing in maintaining confidentiality to be borne by affiliates.

7.5. Ethical Marketing Practices:

Affiliates are expected to engage in ethical marketing practices that uphold our brand's integrity. This includes refraining from false or misleading claims, adhering to advertising standards, and respecting intellectual property rights.

7.6. Respect for Brand Identity:

Affiliates should maintain the authenticity and identity of our brand in their marketing efforts. Any alterations to our branding or messaging must be approved by the company to ensure consistency and alignment.

7.8. Reporting and Accountability:

Affiliates are expected to provide regular reports on their marketing activities and performance. This enables us to evaluate the effectiveness of strategies and make informed decisions for future campaigns.

7.9. Communication and Feedback:

Open communication is valued. Affiliates are encouraged to share feedback, insights, and suggestions regarding the affiliate program, products, and marketing strategies. Collaboration and constructive input are instrumental in program enhancement.

7.10. Termination and Suspension:

Affiliates acknowledge that violations of our company's terms, policies, or code of conduct may lead to suspension or termination of their affiliation. Such decisions will be made based on careful review to uphold program integrity.

7.11. Continuous Learning:

Affiliates are encouraged to continuously enhance their knowledge and skills in affiliate marketing. This proactive approach contributes to personal growth and strengthens the overall effectiveness of our affiliate program.

7.12. Bank Details Collection:

- Affiliates will be required to submit their bank account information through a secure online portal provided by the company.
- This information will be collected solely for the purpose of commission payment.

8. Affiliate Marketer Skills

Affiliate marketers need the following skills in order to be successful:

8.1. Creativity: Affiliate marketers use their creativity to develop marketing strategies that appeal to their audience. They also use their creativity to develop content that their audience finds engaging.

8.2. Research: Affiliate marketers need to stay up to date on the latest trends in their industry. This can include researching new products, services or companies to promote. You can also use research skills to find the best ways to promote products and services. For example, you might research the best time of day to post the videos to attract the potential customer.

8.3. Time management: Time management skills can help you complete tasks on time and meet your goals. As an affiliate marketer, you may have several tasks to complete each day, such as reaching out to potential affiliates, creating content and monitoring your campaigns. Having strong time management skills can help you prioritise your tasks and stay on track to meet your goals.

8.4. Sales: Affiliate marketers sell products to consumers on behalf of an affiliate program. They may also sell products to other businesses that want to advertise on affiliate marketing networks. Having strong sales skills can help you close more sales and earn more money.

9. ARBITRATION AND EQUITABLE RELIEF

The parties agree that any dispute or controversy arising out of or relating to any interpretation, performance or breach of this agreement shall be settled amicably between parties involved, within 30 days. The decisions of the arbitrator shall be final, conclusive and binding on the parties to the arbitration.

10. GOVERNING LAW

This agreement has been made in accordance with Contract Act, 2056 and shall be governed and interpreted by and construed in accordance with the prevailing Contract law of Nepal. In case of conflict of the provision of this agreement with the laws of Nepal, the contradicting provision of this agreement shall become automatically invalid to the extent of contradiction.

11. TERMINATION

Either party may terminate the Agreement at any time, for any reason, with or without cause, upon a written notice or email of termination to another party.

12. AMENDMENT

The terms and condition of this Agreement may not be changed except by the amendment in writing, with references to this Agreement and is signed by an authorised officer of the company.

13. INDEMNIFICATION

Both parties agrees to defend, indemnify and save free and harmless, their marketers, agents and employees against any or all losses, injuries, claims, actions, causes of actions judgments or liens arising from or alleged to have arisen from the misconduct, negligence or willful default or breach of this agreement by its officers, agents, or employees.

14. USE BY THIRD PARTIES

This Agreement does not create any rights or benefits for parties other than the Company and Affiliates unless otherwise stated anywhere in this agreement.

15. RETURN OF DATA

Upon termination or expiration of this Agreement, each party's rights to use or possess Confidential Information automatically terminate immediately. Each party will return, or at the other party's request provide verification of destruction of any copy of another party's Confidential Information it may possess.

16. NOTICES

16.1. Any notice required to be given hereunder shall be in writing and shall be given by registered mail, WhatsApp or text messages to the following addresses of the concerned Parties.

To the Miss

Shangrila Informatics Pvt. Ltd.

Anamnagar, Kathmandu, Nepal

Phone No:

Email:

To Blushylady

Kumari Bank Limited.

Tangal, Kathmandu,
Nepal

Phone No:

+977-1-4443075,

Email:

info@kumaribank.com

