

Conditions for working of foreigners (citizens and/or tax residents of countries other than India), Non-resident Indians (NRIs), Persons of Indian Origin (PIO), Overseas citizen of India (OCI) card holders

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Letter of Undertaking by individuals as stated above (Part II)

Dear Clients,

We are starting operations on the territory of Republic of India from 1st September 2018 through our exclusive distributor Global Intellect service-India private limited (GIS-India).

Every country has its laws, rules and regulations, which need to be respected and followed sincerely. We at Global Intellect Service – FZC (GIS-FZC) and GIS-India follow them strictly.

As most of our Present Partners (agents) are not residents of India, of course some of them may need to travel to India as trainers and/or to select and recommend/recruit partners (agents) and sell licenses, that will be helping us cover the vast population and territory of India catering to present, recommend and sell the products and services of GIS-FZC in India.

Following set of rules have been created as per the existent laws and regulations of Republic of India to ensure our operations in India smooth and strictly as per the Laws of the land. There are specific laws that need to be followed while recruiting Indian nationals and while earning from recommendations and sales on the Territory of India.

Some of the requirements as an example, but not exhaustive are as follows:

- 1) Travel to India for business purpose needs Business Visa.
- 2) Any individual recruiting partners/agents for business purpose need work permit.
- 3) Each individual working in Direct Selling Business needs to be registered with Indian entity.
- 4) Physical storage of Identity and registration and production for scrutiny upon demand by government authorities.
- 5) Permissions and licenses for International transactions and earnings.
- 6) Monthly, quarterly, half yearly and yearly reporting to government.
- 7) Payment of Goods and Services Tax, Tax deducted at source, and other cess and taxes.
- 8) Health and life insurance of International business traveler for indemnity of Indian partners.
- 9) Reporting, Filing and payments of Personal income tax by any recipient of profits/payments because of business activity on territory of India or profits/earnings arising out of India.

They are imperative for all foreign nationals, Non-resident Indians, Indians changing their status from non-resident to resident, Person of Indian origin (PIO), and OCI (Overseas Citizen of India) card holders. They all are categorized as Foreign Partners further.

A citizen of India, not falling in the above stated categories of foreign tax resident, NRI, PIO, OCI, cannot be recommended, recruited to join any activities of company Global Intellect Service FZC and/or Global Intellect service-India private limited out of the territory of India. A PIO, NRI, OCI has to follow the stated

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Attested: Name of Partner

Signature of Partner:

Registration number with GIS FZC/GIS-India

rules of this undertaking strictly with only exception being procedure of taking Visa for travel/work and business to Republic of India by NRIs, PIOs.

Holding an Indian passport or any of Indian Identity cards by an individual does not necessarily mean that the Individual already a Partner/Agent of GIS-FZC can freely work in India without the following set of rules fulfilled and undertaking provided.

A citizen of India, resident of India cannot be recommended, recruited to work as Partner/Agent in India by using pure online resources by a foreign partner, without fulfilling all the steps as explained below.

A Foreigner, NRI, PIO, OCI, or Citizen of India/resident of India holding a status of agent/partner of Global Intellect Service-FZC or any of its subsidiaries and/or distributor in India or any other country on or before 1st September 2018 cannot work in Republic of India within powers vested upon him/her as per their partnership/agency/distributor agreement with GIS-FZC or its subsidiary and/or distributor without fulfilling all steps and conditions as described in this document and providing the "Undertaking" which is part two of this agreement.

Following are Step wise conditions/rules that need to be fulfilled by Foreign Partners planning to recommend more Partners (agents) on territory of India or sell licenses on territory of India:

Step 1: The foreign partner needs to send his/her documents (scanned copies of first and last page of passport, Registration ID number with GIS-FZC) to India office by email. The Head office of company GIS-FZC has to certify such invitation, thus GIS FZC indemnifies GIS-India on any results of activity of partner in India. GIS-FZC and the Partner (not registered with in India but recommended by GIS FZC) shall be solely responsible of all activities of Partner on Territory on India.

Step 2: India office of the distributor will provide Letter of Invitation in seven working days, enabling the partner to get Business Visa for India from the embassy of Republic of India in their respective countries. The foreign partner shall travel only on business Visa "received with Invitation from GIS-India" for training, selection, finalization of new partners and sale of licenses on territory on India. A partner/agent recruited/recommended without an Indian Business visa shall not be registered with GIS-India.

Step 3: Once Visa is received, a scanned copy of Visa, and ticket with travelling dates, a copy of health and life insurance shall be mailed to GIS-India.

(The foreign partners has to have a health and life insurance before entering territory of India valid for his/her entire stay on territory of India).

Step 4: The foreign partner reports at Mumbai office and if required by law, can submits documents needed for Application of Work Permit/License. (Form duly filled, which shall be provided at Mumbai office, Self-attested copies of Passport, Visa, health and Life Insurance, Certificates of Education, Work Experience, Address and proof of residence in India.

Step 5: The Foreign Partner shall independently receive all documents like a PAN Card, and GST registration before starting any business promotion activity on territory of India and share a self-attested copy of PAN card and GST registration with GIS-India.

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Step 4: The foreign partner can commence his/her activities of training, selection, finalization of new partner and sale of licenses on territory of India only after receipt of work Permit/License. The Indian counterpart may help, and such help/service shall be provided free of cost. All official fees if any for Invitation, work permit, PAN Card, GST Registration shall be borne by the Foreign Partner.

Step 5: Once the Existing Partner has finalized a new deal of recommendation with a new partner, during every registration of a partner or sale of a license, a copy of self-attested identity documents of both the existing and new partner, registration number with GIS, (passport copy, visa copy, copy of Insurance/licensee (Aadhar Card, Pan Card, Certificate of Incorporation, GST Registration number, eTDS registration number and "shop and establishment license") should be sent to India Office before registration or sale of License. A partner selected or registered or a license sold without fulfilling the above stated condition shall not be allowed to appear for qualification. The responsibility for any such transaction shall solely lie on the foreign partner.

Step 6: A foreign partner is expected to get all the personal documents apostilled and attested in country of Origin. Non apostilled/attested documents are not acceptable for further use.

General Information:

- 1) Any and All recipients of any profit, payments because of India operations will need to file quarterly and yearly income tax reports and returns. If the partners is unable to file or fails to file, company has to pay taxes from the highest tax bracket and fines and penalties as per law of the land and if the case, it shall be borne by the foreign partner. GIS-India in no way can be held responsible for tax evasion or avoidance by a foreign partner.

If a foreign partner is from a country with DTAA treaty in force, he/she shall provide Tax Residency Certificate and previous financial year Income tax filing report before commencing any activities in India.

(The Government of India has made it mandatory for assesses to obtain Tax Residency Certificate (TRC) from the country of residence to avail the benefits of Double Taxation Treaty in India.

- 2) The Partner, by requesting a business visa Invitation from India office automatically agrees to run all activities on Territory of India according to Laws of the Land, and strictly as per this document.
- 3) The Partner will work and register a partner only in the territory (state or city) declared officially open in the country, a confirmatory document about territory in India open for business shall be provided by GIS-India.
- 4) GIS-India in no way shall be responsible for health, safety, security, life, lodging and boarding, and repatriation of foreign Partner in India, from India.
- 5) Foreigner registration: Those with visa duration of 180 days or less do not require a foreigner registration. Visas valid for more than 180 days have an endorsement indicating that the foreigner registration with FRO/FRRO is required within 14 days of arrival in India.
- 6) All the companies, parties, and individuals like GIS FZC and GIS-India hold the right to update and change the contents and rules, which shall be indisputably agreed by all partners/agents willing to work, or already working on territory of India.
- 7) Commencing of operations in India does not mean all its states and union territories. The

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company is starting its operations through the distributor in city of Mumbai only. Company and Distributor shall notify opening of other cities and states through their web sites and other channels of communication like email. A partner/agent is expected to receive a copy of such intimation from the company or its distributor. The company completely prohibits any activity in the territory without such intimation.

- 8) Any agreement accepted by foreigners, Indians is null and void after 1st September 2018 without this undertaking. All such customers are recommended to accept the agreement again and get re-registered with the company and its distributor in the territory.
- 9) Any agreement accepted by both the parties without this undertaking becomes null and void after accepting this undertaking physically or online.
- 10) This undertaking is between company and its partners. A distributor is not a party to this undertaking, but fulfilling partial functions of the company because of physical presence in the territory on behalf of the company, upon direction by the company. The company completely indemnifies its distributor from any and all cases, fines and penalties arising as a result of this undertaking. The company also indemnifies distributor for any and all taxes and any other payments arising in the territory because of this undertaking.
- 11) The process of re-registering old agreements, partners with old agreements, correction in procedures according to this undertaking is open till 30 September 2018 only. Neither the company, nor the distributor in the territory can be held for any losses made by an individual who got into an agreement with company without following laws, rules and regulations of the territory while being present in any other country or travelling to Republic of India for business purpose without written agreement with company for the territory.
- 12) A foreigner/NRI/PIO/OCI and all partners/clients recommended by a foreigner/NRI/OCI/PIO have to fulfill all requirements of payment and financial instruments laws of India and are obliged to carry out all their payments like Security deposits, license and sales proceeds, monthly maintenance and all and any other payments related to the company only through the Distributor in India, and banking channels approved by the distributor.
- 13) All payments for business on territory of India, like Purchase of Partnership, Security deposits, sales of licenses, payments of monthly or yearly subscription fee, maintenance charges, legal service costs etc need to take place through bank account of distributor in India. Local taxes and service charges are applicable additionally.
- 14) The distributor has the right to block accounts not following all rules and regulations strictly. No deviations and discussions are permitted.

English is the language of this document, and it shall prevail.

Mumbai is the jurisdiction.

This document consists of six (6) pages, all need to be signed and presented to GIS-India for filing and registration.

Contact details for all communications with GIS-India:

Telephone: +91 7900131771, +91 8104516323, Email ID: care@udsgame.in, uds.india@gmail.com

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Address: GIS-India, A-201, 2nd Floor, New Laxmi Sadan, Opposite Thakur Public School, Thakur Village, Kandivali East, Mumbai 400101, Maharashtra, India.

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Undertaking by foreign partners (foreign nationals, NRIs, PIOs, OCI card Holders)

(to be filled, signed, self-attested and scanned copy mailed to GIS-India before travel to India, and original to be submitted upon arrival in India)



I,(Name, Father's name, Surname)
Holding passport of (Country), passport number, issued on(date), valid till (Date), issued at (Place), Issued by..... (Authority), holding GIS-FZC registration number solemnly state and certify that:

I shall be personally responsible for my safety, security, lodging and boarding, and repatriation from India if need be.

I shall personally be responsible for getting all necessary licenses and permits to work on territory of India.

I shall personally be responsible to get myself registered with different Government of India agencies like FRRO, FRO, GST registration, Taxation department, and receive PAN card.

I hereby indemnify GIS FZC and its directors, and GIS-India and its Directors from all possible cases in front of law arising due to my presence and activities in republic of India.

I do not work and I am not related in any other way with any other possible Direct selling company.

I am not in any possible way related to or engaged in mining, promotion, sales, storage, promotion, or business of Digital currencies like Bitcoin.

I have carefully read and agree to all rules, terms and conditions in the document.

Name:

Registration ID with GIS-FZC

Signature with date:

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