

CONTRACT AGREEMENT BETWEEN M/s. INDUSVIVA HEALTHSCIENCES PRIVATE LIMITED AND DIRECT  
SELLER

I hereby submit my Application to become a Direct Seller of IndusViva HealthSciences Private Limited. This application and Agreement shall come into effect on the date it is accepted by IndusViva HealthSciences Private Limited., wherein IndusViva HealthSciences Private Limited may accept or refuse my Application at its own discretion.

I hereby declare that I am a law-abiding citizen of India, and I am competent to enter into this agreement as per Section 10 of the Indian Contract Act 1872. I am making this application seeking for appointing me as a direct seller of M/s. IndusViva HealthSciences Private Limited., out of free consent and without any compulsion, force, inducement, coercion or influence.

I am making this application after participating in Viva Orientation Program conducted by M/s. IndusViva HealthSciences Private Limited or its Star-1000 & above leaders and after understanding all aspects of direct selling operation, its remuneration system, the quality and standard of products, including the licenses and the statutory sanctions obtained by M/s. IndusViva HealthSciences Private Limited for its products and services. I have gone through the website and other marketing collaterals of the company to understand the business thoroughly.

I have consumed the products of IndusViva HealthSciences Private Limited and I am absolutely satisfied with its taste & result. I unequivocally understand that the products of IndusViva HealthSciences Private Limited is Health and wellness products and are not Drugs and are not intended to treat, prevent, cure or diagnose any diseases.

The term M/s. IndusViva HealthSciences Private Limited is hereinafter referred/mentioned as Company. The Direct Selling Entity and Direct Seller as follows:

1. I state that I am entering into this Agreement with M/s. IndusViva HealthSciences Private Limited to purchase and distribute its products for the promotion of certain sales. I shall purchase and sell the products of M/s. IndusViva HealthSciences Private Limited in accordance with this agreement and applicable laws of the land and I will be entitled to benefits/commission on sales of products purchased as per the Compensation Plan of the Company.

2. The term "Agreement" shall mean and include the Application, the Compensation Plan and the Direct Seller's Policies and Procedures. I shall be bound to discharge my duties in accordance with the same and if any breach thereof I will solely be responsible for any action/claim/prosecution, without reference to the Company.

3. Compliance with Laws: I shall comply with all applicable laws relevant to the conduct of my activities as a Direct Seller under this Agreement. In particular, and without limitation, I shall not make potentially misleading or deceptive claims in relation to doing business with IndusViva HealthSciences Private Limited.

4. Rights: I state that as a direct seller of IndusViva HealthSciences Private Limited., I have the right (but not the obligation) to:

(a) Buy products from IndusViva HealthSciences Private Limited, and offer for re-sale of products in accordance with the Agreement, in such manner as IndusViva HealthSciences Private Limited. may, from time to time allow in relation to its Direct Sellers generally and only on a direct selling basis, and not through retail outlets except to the extent permitted by it.

(b) Recommend people for acceptance as Direct Sellers, such recommendation for acceptance is subject to approval by IndusViva HealthSciences Private Limited.

5. Direct Seller: IndusViva HealthSciences Private Limited will not treat me as an employee for federal or state tax purposes.

6. Incentives Payments: I state that I shall not be in breach of this Agreement to receive Incentives pursuant to the Compensation Plan.

7. Cooling off Period for a Direct Seller: A direct seller can return the product, and get a refund within 30 days from the date of purchase, provided the product remains unsealed and in saleable condition. This procedure will cause the termination of the distributor ID. Retail profit, GST and Shipment charges will be deducted from the refund.

8. If any commission is credited, it shall be set aside (including TDS) while processing the refund. Courier charges and GST are excluded.

9. The maximum order that can be placed in a day by a direct seller is 200 PV. It is presumed that further order placed on the following day is after the successful liquidation of previously ordered products.

10. In case a direct seller places order on subsequent day without liquidating the products on the previous day as a violation to clause 9, such orders shall not be eligible for refund if the volume aggregate above 200 PV.

11. Return and Refund Policy:

a) For Customers: Dissatisfaction Other Than Health Issues

A customer can return the product only to a direct seller from whom they purchased, along with the original customer receipt, within a period of 30 days from the date of purchase, and get refunded, provided not more than 30% of the product shall have been consumed. The distributor can deduct the courier charges and GST while refunding to the customer, except in the case of manufacturing defect. A distributor should obtain an email from the customer, marking a CC to Compliance that the customer will not claim for any returns in the future if they buy again. The distributors can return the product to the company along with the customer receipt within 15 days from the date on which the products returned, and get the same exchanged. To get it exchanged the distributor has to pay the GST and courier charges to the

company which has been collected from the customer and handover the product to any of the stores of IndusViva.

b) For Customers: Health Issues

A customer can return a product directly to the company and get the refund if he/she faces any health issues by using the products, along with a certificate from a Qualified Doctor or a Registered Medical Practitioner, which substantiates that the subject's health issue was caused due to the consumption of the said product. The refund shall be initiated after due verification of the certificate and the company shall contact the Doctor/RMP, if required.

c) For Distributors

A distributor can return the product and get refunded, provided the product is in saleable condition. A distributor can return up to a maximum of 200PV. The product must have a minimum of four months validity to the date of expiry. The refund shall cause the distributor termination of their ID with all pending benefits. The refund shall be initiated after the deduction of Retail Profit that is paid to the distributor, GST charges, courier charges, and INR 300/- per unit as the processing fee. Not applicable for PCM.

12. Any product(s) purchased on which complimentary product option or other valid offers were applied will not be eligible for refund, return, or exchange. However, damaged products received on delivery may be replaced as per the accepted procedure.

13. Product testimonials: All product testimonials/results/reviews should be verified with the company before usage/sharing.

14. I agree that IndusViva HealthSciences Private Limited may impose certain restrictions on my use of IndusViva HealthSciences Private Limited's licensed name, trade names and trademarks, logos and other intellectual property and advertising in order to protect the rights, reputation, and image of IndusViva HealthSciences Private Limited and such restrictions are applied to all Direct Sellers generally. I also agree not to apply individually or in association with any other party for registration of any intellectual property, licensed or owned by IndusViva HealthSciences Private Limited. capable of registration but not registered.

15. No Assignment: I shall not assign any rights or delegate my duties under this Agreement without the prior written consent of IndusViva HealthSciences Private Limited Any attempt to transfer or assign the Agreement, without the express written consent renders the Agreement void at the option of IndusViva HealthSciences Private Limited. and may result in termination of this contract.

16. Release and Indemnification: To the maximum extent permitted by law, IndusViva HealthSciences Private Limited., its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for; and I release IndusViva

HealthSciences Private Limited. and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release IndusViva HealthSciences Private Limited. and its affiliates from all liability arising from or relating to:

(a) Mine, or any other Direct Sellers', breach of the Agreement;

(b) the promotion or operation of IndusViva HealthSciences Private Limited. business by me or any other Direct Seller and any activities related to it, including, but not limited to, the presentation of Products or the Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc., and agree to indemnify IndusViva HealthSciences Private Limited. and its affiliates for any liability, damages, fines, penalties, or others;

(c) Any incorrect data or information provided by me or any other direct seller to IndusViva HealthSciences Private Limited.;

(d) mine, or any other Direct Sellers', failure to provide any information or data necessary for IndusViva HealthSciences Private Limited. to operate its business; or

(e) Reinforcements arising from any unauthorized conduct that I undertake in operating my business. I further agree to indemnify IndusViva HealthSciences Private Limited. for any liability, damages, fines, penalties or other awards.

17. At any given point of time, IndusViva business is only a part-time opportunity and if any losses arising out of it, IndusViva and its affiliates shall not be responsible.

18. Statutory requirements including payment of all applicable taxes; both Central and States' is the sole responsibility of Direct Seller without any notice/ alert from the IndusViva.

19. Once a direct seller's turnover crosses the threshold of the GST limit, I shall be taking a GST registration.

20. Entire Agreement: The Agreement, in its current form and as amended by the Company, constitutes the entire contract between the Company and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

21. Waiver: Any variation or waiver by IndusViva HealthSciences Private Limited on any breach of the Agreement must be written and signed by an authorized officer of IndusViva HealthSciences Private Limited. The waiver by IndusViva HealthSciences Private Limited. on any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

22. Severability: If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in complete force and effect.

23. Delays: IndusViva HealthSciences Private Limited. is not responsible for delays in the performance of its obligations under this Agreement when performance is made commercially impracticable due to circumstances beyond its reasonable control.

24. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India and without regard to principles of conflicts of laws.

25. Jurisdiction and Venue: The parties consent to jurisdiction and venue before the courts of Bangalore Jurisdiction only, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

26. Consumer Court: Direct Seller and IndusViva shall be guided by the provision of the Consumer Protection Act - 1986.

27. Limitation of Action: If a Direct Seller wishes to bring an action against IndusViva HealthSciences Private Limited. for any act or omission relating to or arising from the Agreement, such action must be brought within ninety (90) days from the date of the alleged conduct given rise to the cause of action. Failure to bring such action within the given time shall bar all claims against IndusViva HealthSciences Private Limited. Direct Seller waives all claims that any other statutes of limitations apply.

28. Proof of address. In order to be eligible for the payment of incentives as described in the Compensation Plan, proof of address and copy of PAN, Aadhaar. The card is required, failure to provide within 7 days of entering into this Agreement shall be deemed a breach and IndusViva HealthSciences Private Limited may terminate the Agreement without notice.

29. The incentive payment shall not be processed, Until the direct seller submit the full KYC / KYDC (PAN Card, Bank Details, Aadhaar Card).

30. The Direct seller is prohibited from mentioning/posting/telecasting in Social Networking sites inappropriate or defaming content about IndusViva HealthSciences Pvt Ltd, its products and its ranks. That is, if the direct seller does any act in contravention to this clause, then this contract will be deemed terminated and the company reserves rights to initiate appropriate legal action.

31. All monies paid under the IndusViva HealthSciences Private Limited. Compensation Plan shall be paid in Rupees, after deduction of all applicable taxes and be paid to duly register IndusViva HealthSciences Private Limited, Direct sellers. No payments shall be made to Direct Seller outside India.

32. A direct seller shall not recruit a new direct seller unless such a person undergoes a mandatory Viva Orientation Program.

33. Once any Direct Seller is found guilty of having the dual ID, both such ID's will be terminated.

34. If a Direct Seller gets involved with a legal dispute with the company, his ID will be on "Order Hold" status till the dispute is settled, Access denied, Incentive on hold.

35. The Direct Seller shall not promote a similar kind of Products / Business Opportunity, if he/she does so, then this contract will be terminated unilaterally without any notice.
36. IndusViva's Direct Seller is primarily for distributing its products and earns a retail profit; appointing direct seller is optional and not mandatory. IndusViva shall not be liable for any disputes arising on the same.
37. Direct seller is liable to educate and support the direct sellers sponsored by him/her and the direct selling network recruited by him directly or indirectly.
38. Direct Seller will not recruit a new Direct Seller unless and until he/she is happy with the quality of products, and shows the confidence to sell the products.
39. I understand that IndusViva products are Health & Wellness products- Not drugs and hence they are not intended to treat, prevent, cure or diagnose any disease.
40. A Direct Seller cannot conduct or announce personal level business promotion activities by offering cash rewards, trips, valuables, etc.
41. All financial transactions by the Direct Seller with IndusViva shall be carried out directly without third-party intervention.
42. The validity of the incentive/compensation plan is only for the respective calendar year and it's subject to change.
43. All Statutory changes will be in force with immediate effect or as per the law prescribed.
44. Uniform home delivery charge is applicable for all the purchases made and shall be delivered till the last location of courier services reaches, not applicable if directly picked up from the factory in Nelamangala, Bangalore.
45. Direct Seller is personally liable for the delivery of goods to its customers. He is also liable to collect the products from where it reaches last by the delivery services.
46. Direct Seller will give a customer receipt duly filled in, to all its customers and have to keep a copy of it. The direct sellers should maintain stock register of his retail sales.
47. Direct Seller should explain the details about the products to a customer within the limit of permissible quality claimed by the company.
48. Direct Seller who is doing business in states other than where IndusViva is having office will be doing it at their own risk.
49. IndusViva has all the rights to take appropriate disciplinary action against a Direct Seller.

50. I am not employed or relative of employ of IndusViva HealthSciences Private Limited or its related companies. I am aware that one family shall have only one Direct Seller Licence and if there is more than one Direct Seller Licence in one family all the membership shall stand terminated.

51. A Direct Seller cannot sell offers for sale of IndusViva Products on the e-commerce platform/marketplace.

52. A direct seller shall obey all the Policies, Procedures, Terms, Conditions and Compliance mentioned in the website from time to time.

53. Apart from the above, the Direct Seller of the Company shall have the following obligations to follow;

(a) Direct Seller engaged in direct selling should carry their identity card and not visit the customer's premises without prior appointment/approval;

(b) At the initiation of a sales representation, without request, truthfully and clearly identify themselves, the identity of the direct selling entity, the nature of the goods or services sold and the purpose of the solicitation to the prospective consumer;

(c) Offer a prospective consumer accurate and complete explanations and demonstrations of goods and services, prices, credit terms, terms of payment, return policies, terms of the guarantee, after-sales service;

(d) Provide the following information to the prospect/consumers at the time of sale, namely:

i) Name, address, Distributor Identification Number, identity proof and telephone number of the direct seller and details of direct selling entity;

ii) A description of the goods or services to be supplied;

iii) Explain to the consumer about the goods return policy of the company in the details before the transaction;

iv) The Order date, the total amount to be paid by the consumer along with the bill and receipt;

v) Time and place for inspection of the sample and delivery of good;

vi) Information of his/her rights to cancel the order and / or to return the product in saleable condition and avail full refund on sums paid;

vi) Details regarding the complaint redressal mechanism;

(e) a direct seller shall keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details with respect to the goods sold by them, in such form as per applicable law.

(f) A direct seller shall not:

- i) Use misleading, deceptive and/or unfair trade practices;
- ii) Use misleading, false, deceptive, and/or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of Direct Selling to any prospective direct seller, in their interaction with prospective direct sellers;
- iii) Make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled;
- iv) Present any advantages of Direct Selling to any prospective direct seller in a false and/or a deceptive manner;
- v) Knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the Direct Selling operation, including remuneration system and agreement between the Direct Selling entity and the direct seller, or the goods and/or services being sold by such direct seller which is false and/or misleading;
- vi) Require or encourage direct sellers recruited by the first-mentioned direct seller to purchase goods and/or services in unreasonably large amounts;
- Vii) Provide any literature and/or training material not restricted to collateral issued by the Direct Selling entity, to a prospective and/or existing direct sellers both within and outside the parent Direct Selling entity, which has not been approved by the parent Direct Selling entity;
- viii) Require prospective or existing direct sellers to purchase any literature or training materials or sales demonstration equipment.

54. Any notice or correspondence/s to be addressed to the Direct Seller to this agreement shall be done when sent to their respective mentioned in this agreement and such notice/s, correspondence/s shall be deemed to have been served on the respective parties if addressed and caused to be sent through Registered Post Acknowledgment Due, designated courier service or by way of personal delivery. In the event of there being a change in the address of the Direct Seller, the same shall be duly intimated to the Company by way of writing delivered in person. Should the Direct Seller not intimate the Company of the change in the address, notice/s, correspondence/s, and in pursuance thereof is not entitled to take any advantage/s, benefit/s, accrued by reason of non-delivery of such notice/s, correspondence/s.

55. Termination: apart from above-mentioned clauses regarding termination, the company has right of termination of this agreement on the following circumstances;



(a) If the Direct Seller has not made any sales of goods for a period of 2 years from the date of the agreement or from the date of the last sale made, this agreement shall be terminated automatically by the Company, without issuing a notice in this regard to the Direct Seller.

(b) That is, if the Direct Seller fails to purchase goods from the Company within four (4) weeks from the date of Agreement, he can retrieve his PAN by requesting the same to company by e-mail. An active Direct Seller can retrieve his PAN by sending the resignation and the retrieval shall come in force after 3 months. A Direct Seller inactive for the past continues 6 months can retrieve his PAN with immediate effect by requesting the same.

(c) If the Direct seller Violates/infringes/breaches any of the obligation cast on him/her under this Agreement, the direct seller shall forthwith stop acting as a direct seller of the Company and his/her ID will be kept on hold until the completion of inquiry. The Company will cause notice to the direct seller regarding the breach of the obligation and after inquiry, if found that there are Violates/infringes/breaches by the direct seller the company shall be authorized to terminate this Agreement after assigning reasons in writing. That is, if the direct seller continues to violate the terms of this agreement, after notice from the Company, the company reserves the right to terminate this agreement without further notice to the direct seller.

(d) The term of this Agreement is two years; subject to earlier termination in accordance with this Agreement or in accordance with the law. I may renew the Agreement when notified by IndusViva HealthSciences Private Limited., where it may refuse to renew this Agreement, for any reason, if this Agreement is not renewed, or if it is terminated for any reason, I understand that my right to sell the products and receive incentives with respect of my activities as a Direct Seller will cease. IndusViva HealthSciences Private Limited. reserves the right to terminate this Agreement:

(1) At any time upon 30 days' notice if it elects to:

(a) Cease business operations;

(b) Dissolve as a business entity;

(2) At any time, upon not less than 7-day' notice and without further notice if I breach this Agreement and fail to remedy the breach before the end of the stated notice period.

56. I, the Direct Seller shall entirely indemnify M/s. IndusViva HealthSciences Private Limited, of all liability, damages, and penalties that might be imposed upon M/s. IndusViva HealthSciences Private Limited by any statutory body/s due to my negligence, unlawful and illegal activities in discharging my duties as a direct seller. I the direct seller bind myself to abide with the aforesaid terms and conditions in the Agreement and law of the land, in default of which I hereby undertake and bind myself to indemnify the losses which might occur to M/s. IndusViva HealthSciences Private Limited.

57. Arbitration: In the event of there being any difference, disputes, discrepancy, ambiguity, or matter concerning interpretation of the terms of this agreement, the same shall be mutually resolved amongst the parties hereunto, however, should the parties desire that such disputes, discrepancies, ambiguity or any interpretation needs to be judicially interpreted the same shall be referred to a Sole Arbitrator to be appointed by M/s. IndusViva HealthSciences Private Limited, in terms of provisions of the Indian Arbitration Act, 1996 and the arbitration shall be held in English and the award passed by such Sole Arbitrator shall be final and effectively binding on the parties hereunto this agreement. The place of arbitration shall be at Bangalore.

58. The direct seller or the customers can approach the Grievance Redressal Committee constituted by the M/s. IndusViva HealthSciences Private Limited, for its grievance.

59. I accept the advice given by the Distributor Advisory Council (DAC) of the Company binds me, As I accept DAC as the representatives of the entire network of Direct Sellers.

60. Updated all details of M/s. IndusViva HealthSciences Private Limited, its Contact Information, its Management, its Products, Product Information, and Product Quality Certificate, Price, Income Plan, Complaint Redressal Mechanism and other relevant information is available on the website of the Company, It's the duty of a direct seller to get updated timely.

61. Amendments: IndusViva HealthSciences Private Limited. may be required to amend the Agreement/compensation plan from time to time. IndusViva HealthSciences Private Limited. agrees to notify me of the amendments, which I may accept or reject. If I reject the amendments, I agree that IndusViva HealthSciences Private Limited shall consider my agreement as terminated and I shall not act as a direct seller of the Company as on the date of such termination.

**IMPORTANT NOTICE:**

I state and agree that I have read and understood the contents of the above Agreement and IndusViva HealthSciences Private Limited.'s policy & procedure and I agree to be bound by each of them and will comply with the same. By signing or clicking below, I acknowledge the receipt of my responsibilities. If I found to be violating even one of the conditions and obligations set forth above, I shall be liable to bear penalties, termination of agreement and legal action by IndusViva HealthSciences Private Limited. I acknowledge that I am satisfied with all the aspects of IndusViva and taking the distributorship on my own will and accord.