

CONTRACT AGREEMENT BETWEEN
M/s. INDUSVIVA HEALTHSCIENCES PVT. LTD., AND DIRECT SELLER

I hereby submit my Application to become a Direct Seller of IndusViva HealthSciences Pvt. Ltd. This application and Agreement shall come into effect on the date it is accepted by IndusViva HealthSciences Pvt. Ltd., wherein IndusViva HealthSciences Pvt. Ltd 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 Pvt. Ltd., 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 Pvt. Ltd 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 Pvt. Ltd 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 Pvt. Ltd and I am absolutely satisfied regarding its taste & result. I unequivocally understand that the products of IndusViva HealthSciences Pvt. Ltd are 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 Pvt. Ltd 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 Pvt. Ltd to purchase and distribute its products for the promotion of certain sales. I shall purchase and sell the products of M/s. IndusViva HealthSciences Pvt. Ltd in accordance with this agreement and applicable laws of 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 Pvt. Ltd.

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

(a) Buy products from IndusViva HealthSciences Pvt. Ltd, and offer for re-sale of products in accordance with the Agreement, in such manner as IndusViva HealthSciences Pvt. Ltd. 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 Pvt. Ltd.

5. Direct Seller: IndusViva HealthSciences Pvt. Ltd. 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: The Cooling off Period to this Agreement Shall be a period of 30 days from the date of dispatch from company. That in the said period the direct seller has right to cancel participation and return and receive refunds for goods so purchased, if the same is unused, in saleable/marketable condition.

8. If any commission is credited, it shall be set aside (including TDS) while processing the refund. Courier charge and GST are excluded. Refund by a team member shall attract the reversal of business volume to all the beneficiary line of up-lines in the subsequent business weeks.

9. If a Direct Seller cancels the Order where the company has already paid the commissions, all the concerned beneficiary direct sellers shall have minus PV which shall be set aside with upcoming PV's. Direct Sellers are liable to clear the liability within 30 days if not completely recovered by that time.

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

11. Refund or exchange option of customer: A customer who is not a Direct Seller can exercise the rights of returning the goods and claim for refund or exchange within 30 days from the date of purchase of Goods. The return or exchange shall be entertained if the goods are unused and in saleable/marketable

condition.

12. I agree that IndusViva HealthSciences Pvt. Ltd. may impose certain restrictions on my use of IndusViva HealthSciences Pvt. Ltd.'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 Pvt. Ltd., 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 Pvt. Ltd. capable of registration but not registered.

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

14. Release and Indemnification: To the maximum extent permitted by law, IndusViva HealthSciences Pvt. Ltd., 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. and its affiliates for any liability, damages, fines, penalties, or other;

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

(d) mine, or any other Direct Sellers', failure to provide any information or data necessary for IndusViva HealthSciences Pvt. Ltd. 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 Pvt. Ltd. for any liability, damages, fines, penalties or other awards.

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

16. 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.

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

18. 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.

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

20. 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.

21. Delays: IndusViva HealthSciences Pvt. Ltd. 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.

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

23. 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.

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

25. Limitation of Action: If a Direct Seller wish to bring an action against IndusViva HealthSciences Pvt. Ltd. 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 Pvt. Ltd. Direct Seller waives all claims that any other statutes of limitations apply.

26. 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 Card are required, failure to provide within 7 days of entering into this Agreement shall be deemed a breach and IndusViva HealthSciences Pvt. Ltd. may terminate the Agreement without notice.

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

28. 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 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.

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

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

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

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

33. The Direct Seller shall not promote similar kind of Products / Business Opportunity, if he/she does so, then this contract will be terminated unilaterally without any notice.

34. IndusViva's Direct Seller is primarily for distributing its products and earns retail profit; appointing direct seller is optional and not mandatory. IndusViva shall not be liable for any disputes arising on the same.

35. 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.

36. 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.

37. A Direct Seller cannot conduct or announce personal level business promotion activities by offering cash rewards, trips, valuables etc.

38. All financial transactions by the Direct Seller with IndusViva shall be carried out directly without third party intervention.

39. Validity of the incentive/compensation plan is only for the respective calendar year and it's subject to change.

40. All Statutory changes will be in force with immediate affect or as per the law prescribed.

41. 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.

42. Direct Seller is personally liable for delivery of goods to its customers. He is also liable to collect the products from where it reaches last by the transporter.

43. Direct Seller will give a customer receipt duly filled in, to all its customers and have to keep a copy of

it.

44. Direct Seller should explain the details about the products to a customer within the limit of permissible quality claimed by the company.

45. Direct Seller who is doing business other than the states where IndusViva is having office will be doing it at his own risk.

46. IndusViva has all the rights to take appropriate disciplinary action against a Direct Seller.

47. I am not an employ or relative of an employ of IndusViva HealthSciences Pvt. Ltd or its related companies. I am aware that one family shall have one Direct Seller Licence and if there are more than one Direct Seller Licence in one family all the membership shall stand terminated.

48. A Direct Seller cannot sell or offers for sale IndusViva Products on e-commerce platform/marketplace.

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

50. 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 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 in respect of the goods sold by him/her, 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;

ii) 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;

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.

51. 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.

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

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

(b) That 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 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 direct seller of the Company and his/her ID will be kept on hold until the completion of enquiry. The Company will cause notice to the direct seller regarding the breach of the obligation and after enquiry if found that there is Violates/infringes/breaches by the direct seller the company shall be authorized to terminate this Agreement after assigning reasons in writing. That if the direct seller continues to violate the terms of this agreement, after notice from the Company, the company reserves 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 law. I may renew the Agreement when notified by IndusViva HealthSciences Pvt. Ltd., 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 Pvt. Ltd. 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 days' notice and without further notice if I breach this Agreement and fail to remedy the breach before the end of the stated notice period.

53. I, the Direct Seller shall entirely indemnify M/s. IndusViva HealthSciences Pvt. Ltd, of all liability, damages and penalties that might be imposed upon M/s. IndusViva HealthSciences Pvt. Ltd by any statutory body/s due to my negligence, unlawful and illegal act in discharging my duties as 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 Pvt. Ltd.

54. 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 Pvt. Ltd, 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.

55. The direct seller or the customers can approach the Grievance Redressal Committee constituted by the M/s. IndusViva HealthSciences Pvt. Ltd, for its grievance.

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

57. Updated all details of M/s. IndusViva HealthSciences Pvt. Ltd, 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.

58. Amendments: IndusViva HealthSciences Pvt. Ltd. may be required to amend the Agreement/compensation plan from time to time. IndusViva HealthSciences Pvt. Ltd. agrees to notify me of the amendments, which I may accept or reject. If I reject the amendments, I agree that IndusViva HealthSciences Pvt. Ltd shall consider my agreement as terminated and I shall not act as 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 Pvt. Ltd.'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 Pvt. Ltd. I acknowledge that I am satisfied with all the aspects of IndusViva and taking the distributorship on my own will and accord.