

VBO CONTRACT

This CONTRACT (contract) is entered into on _____ between IndusViva Health Sciences Private Limited, bearing CIN number: U15100KA2014PTC073082, having its registered office at Viva Tower No. 36, Nandi Durga Road, Jayamahal Extension, Bangalore Karnataka-560046, India (herein after referred to as 'Company' which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns)

AND

The direct seller, Mr./Ms./Mrs. _____ PAN: _____, Aadhar Card No.: _____ (hereinafter called as "Viva Business Owner" or "VBO" which expression shall include his/her heirs, executors, assigns and effects wherein the context so admits or requires).

The Company and VBO will individually be referred to as "Party" and collectively as "Parties"

NOW therefore, this contract witnesses and is agreed by and between the Company and the VBO as follows:

1. That the Company is engaged in the business of selling its healthcare and wellness products registered with trademark authorities under direct selling method.
2. The products of the Company are Not Drugs and are not intended to treat, prevent, cure or diagnose any diseases.
3. The Company is not engaged in money circulation/pyramid scheme which promises quick & easy money. The Company does not promise any fixed income/returns/profits/commissions and the VBO shall earn only according to the compensation plan.
4. The Company has all GST, Income Tax, TDS and other licenses as may be required as per the laws/ regulations/ guidelines of its principle place of business and of other states where the Company has branches.
5. The VBO is willing to engage in the business of direct selling of the Company products and the Company is willing to register him as a VBO on principal-to-principal basis.
6. The VBO shall promote, market and sell the goods directly to the potential consumer, using methods approved by the Company.
7. The Company does not consider the VBO as an employee or an agent.
8. The Company uses their website www.indusviva.com exclusively to display information about products, product quality and other certificates, price, complete compensation plan, marketing methods, information regarding management of the Company and other policies, rules and regulations which are necessary for day-to-day operations of the Company.
9. The role of VBO in the company is only a part-time opportunity and if any losses arising out of it, the Company and its affiliates shall not be responsible.
10. The VBO is bound by the decisions of Viva Advisory Council (VAC), as the VBO accepts the VAC as the representatives of the entire network of VBOs of the Company.

I. APPOINTMENT OF VBO:

1. The VBO agrees that he/she:
 - i. Is an individual
 - ii. Is above 18 years of age
 - iii. Is of sound mind

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VBO

Witness 1: _____
(Co-applicant)

Witness 2: _____
(Sponsor)

- iv. Is considered as a reasonable person under law
- v. Is not an employee of the Company or a relative/s of the Company's representatives
- vi. Does not have any family member as a VBO of the Company.
- vii. Has understood all aspects of direct selling operation, its remuneration system, the quality and standard of products, statutory requirements etc., either through an existing VBO or participated in Viva Orientation Program conducted by the Company or its Star-1000 & above leaders
- viii. Has consumed the products of the Company and satisfied with its taste & benefits
- ix. Is not convicted for an offence under any law
 - x. Has not declared bankruptcy in the past five years
 - xi. Holds a valid government-issued identity proof and proof of address

2. Application:

- a. To become a VBO the applicant must duly fill and acknowledge the application form provided by the Company. The application should be submitted along with government issued photo identity proof, proof of address and PAN card.
- b. Once applicant is enrolled, the Company shall provide the applicant with a unique user ID and Password to login to the Company's Virtual Office. It is his/her sole responsibility to protect his/her credentials.
- c. It is the responsibility of the applicant to upload his/her self-attested KYDS documents to his/her virtual office immediately after his/her enrolment. If any delay happens from the side of the VBO in uploading the KYDS or uploading wrong documents, the date of enrolment shall be considered as date of contract for any future references.
- d. The applicant shall provide a valid mobile number and email ID which is not already registered with the Company. Email ID and mobile number shall be verified by OTP.
- e. The applicant can place order for the products of the Company only once, if his/her KYDS documents are not verified.
- f. If the applicant fails to upload the KYDS documents within Seven (7) days from date of enrollment, the user ID shall be suspended until the applicant gets his/her KYDS verified.
- g. In case the application is suspended for failing to upload valid KYDS documents and the applicant will not be able to place any further orders, other than first order and the commission shall be kept on hold, if eligible, for any.
- h. The Company shall issue a virtual identity card to the VBO after successful approval of the KYDS documents.
- i. Enrollment and issuing of virtual office credentials cannot be considered as acceptance of applicant as VBO by the Company. An applicant is considered as VBO of the Company only after verification of KYDS documents.
- j. The Company upon scrutiny and verification of the application may register and appoint the applicant as 'VBO' for selling the Company products. The Company shall be at liberty to accept or reject the application at its discretion without assigning any reason whatsoever.

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II. COOLING OFF PERIOD

- a. The VBO shall have a cooling-off period of Thirty (30) days from the date of contract during which s/he can terminate this contract/enrollment without any liability. During this period, s/he shall return and get full refund of the products, if s/he has purchased any.
- b. The cooling off period for applicants who have placed an order for the Company’s products before having their KYDS documents verified will be 30 days from the date of placing the order.

III. GENERAL DUTIES:

- a) The VBO shall order products from the Company, and retail the products to the consumer only through direct selling method.
- b) The VBO may recommend people for acceptance as VBOs, such recommendation for acceptance is subject to approval by the Company.
- c) The primary object of the VBO is to distribute the Company’s products and earn a retail profit. The Company does not compel the existing VBOs to appoint new VBOs. Appointment of new VBOs by the existing VBOs is optional and not mandatory. The Company shall not be liable for any disputes arising on the same.
- d) If the VBO wants to recruit a prospect as VBO he shall not do so unless such prospect undergoes a mandatory Viva Orientation Program.
- e) The VBO is responsible to educate and support the VBOs sponsored by him/her and the direct selling network recruited by him directly or indirectly in order to improve their knowledge about the business, enhance their ability to sell the products and build the business.
- f) The VBO shall not recruit a new VBO unless and until s/he is satisfied and happy with the quality of products, and personally retails the product to a potential consumer and shows the confidence to sell the products.

IV. CONFLICT OF INTEREST:

- a) The VBO warrants to the Company that s/he does not currently represent or promote any other DirectSelling/ Multi- level Marketing Entity/ Company/ Organization, and;
- b) During the term of this Contract, VBO shall not represent, promote or otherwise try to sell products or services of any other Company.
- c) The Company shall place the VBO’s account on hold and subsequently terminate the ID, if it finds that the VBO is representing or promoting any other Direct Selling/Multi- level Marketing Entity/ Company/Organization unless the VBO proves otherwise.
- d) The VBO shall not sell any products on the e-commerce platform/marketplace without prior written approval from the Company.

V. INDEPENDENT CONTRACTOR:

VBO is an independent contractor, and nothing contained in this contract shall be construed to;

- a. Give either party the power to direct or control the actions of the other,
- b. Constitute the parties as partners, co-owners or otherwise
- c. Allow VBO to create or assume any obligation on behalf of Company for any purpose whatsoever.

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- d. VBO is not an employee of Company and not entitled to any employee benefits.
- e. VBO shall be responsible for paying all income taxes and other taxes charged to VBO on amounts earned hereunder.
- f. All financial and other obligations associated with VBO's business are the sole responsibility of VBO only.

VI. COMPENSATION/ REMUNERATION:

- a. The Company shall pay the VBO a remuneration in the form commission, bonus, gifts, profits, incentives etc. including financial and non-financial benefits payable to the VBO related to their respective sales volume as per the Company's compensation plan on a monthly or weekly or periodic or yearly basis or all as the case may be.
- b. The Company shall upload the compensation plan on their website. The Company reserves the right to revise the compensation plan as and when it sees fit. The Company shall ensure the updated compensation plan is uploaded on the Company website.
- c. All payments made by the Company, shall be paid in Indian rupees only, after deduction of all applicable taxes. No payments shall be made to VBO outside India.
- d. The VBO shall not receive any commission or bonus or incentives without registering their KYDS.
- e. In the event of breach of this contract, the VBO shall not be eligible to get any commission and/or other pending benefits, if any.

VII. TRANSACTIONS:

- a. All financial transactions by the VBO to the Company shall be made through online modes only.
- b. The terms of security, fee and charges and any terms related to the payments will be applicable as per the terms and policies of the 3rd party payment service providers available in the Company website.
- c. The Company shall not be liable for any disputes arising from transactions made through 3rd party intervention.
- d. A VBO is not authorized to collect any kind of payment from VBOs/prospective VBOs. They shall be solely liable in case of any dispute, if s/he does so.

VIII. SALE OF SERVICES

Prices and Terms of Sale:

- a) Company shall provide the VBO with copies of its current market price of the products which is subject to change from time to time, its payment schedules, and all Rules and Regulations.
- b) The VBO shall quote to the Customers only those authorized prices, payment schedules, and terms and conditions as informed by Company. The order shall be processed only after receipt of payment.

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IX. OBLIGATIONS OF VBO:

Collection & Delivery:

- a) The VBO can place a maximum order of 200 PV per day. It is presumed that further order placed on the following day is after the successful liquidation of previously ordered products.
- b) In case of store pick-up, the VBO shall collect the order placed, from the Company in time for delivery as per the existing delivery policy. Failure to pick up the product within the stipulated time, the Company shall courier the said order to the registered address of the VBO without any further intimation.
- c) The Company will engage a 3rd party courier service to deliver the order to various places. The VBO shall follow up with the courier service until delivery.
- d) That handling charge shall be collected from the customers if the product is being sent by courier. Handling charges are not applicable if the product is picked up from the Company warehouse in Bangalore.
- e) The delivery shall made to the last serviceable location, if the order is placed from a remote location.
- f) The VBO shall collect the product from that location and ensure it is delivered to the customer.
- g) The VBO shall ensure delivery of goods to his customer as per his/her commitment while taking the order.
- h) The VBO shall assign a VOTM for an order placed by his consumer through his store link and ensure timely delivery.
- i) The VBO shall ensure products are sealed, untampered and have adequate shelf life before delivery of product to the customer.
- j) The VBO is not authorized to collect orders on behalf of other VBOs, except in the case of VOTM. The Company shall not be held liable for any disputes arising out of such breach.
- k) In case a VBO is opting for VOTM of his/her upline as the mode of delivery, it is the responsibility of the VBO to collect the product from the concerned and Company shall not be responsible for any kind of disputes arising out of the same.
- l) A VBO who is doing business in states other than where the Company is having office will be doing it at his/her own responsibility.
- m) The VBO shall inform the consumer of any undue delay in delivery of the products.

X. ADDITIONAL RESPONSIBILITIES

A. Expense of Doing Business

VBO shall bear the cost and expense of conducting his/her business in accordance with the terms of this Contract. This would include salaries for the staff of the VBO who are engaged in the business of selling the products of the Company, expenses related to communications, telecommunication, mailing, conveyance and business building activities, events, seminars, etc. The Company will not entertain any requests for reimbursement of any expense made by the VBO other than the commissions.

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B. Promotion of the Products

- a. The VBO is supposed to promote and sell the products with the respective marketing materials/collaterals/literature provided by the Company or Company-authorized channel partner. VBO shall be responsible for any dispute that may arise by the usage of unauthorized marketing collaterals.
- b. The VBO shall not sell any marketing collaterals/literature to consumer/prospects.
- c. A VBO shall use the product testimonials/reviews which are duly verified by the Company otherwise, if any dispute arising due to the use of unauthorized testimonials/reviews, the VBO shall be solely liable.
- d. M/s. VibrantViva Alliance Limited is the only authorized channel partner of the Company to provide marketing collaterals, tools and training for the VBOs of the company and www.vibrantviva.com is the only authorized website to get all such materials and testimonies, unless any other specified source is mentioned by the Company in writing (or) electronic means.

C. Sales Representation:

- a. At the initiation of a sales representation, without request, truthfully and clearly identify themselves, the identity of the Company, the nature of the goods or services sold and the purpose of the solicitation to the prospective VBO/consumer;
- b. Offer a prospective VBO/consumer accurate and complete explanation and demonstration of goods, prices, terms of payment, return, exchange, refund, delivery and shipment, and payment policies and all other relevant information.
- c. A VBO engaged in direct selling shall carry his/her identity card mandatorily and not visit the potential consumer's/prospect's premises without prior appointment/consent;
- d. VBO shall not:
 - i. Sell any products on the e-commerce platform/marketplace without prior written approval from the Company;
 - ii. Sell any product/s at a discounted/lower price without prior written approval of the Company;
 - iii. Use any unfair trade practices; any kind of misleading/tampering which will result in delisting the VBO and s/he shall never be allowed to become a VBO of the Company again;
 - iv. Knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the Direct Selling operation, including remuneration system and contract between the Company and the VBO, or the products being sold by such VBO which is false and/or misleading;
 - v. Induce/encourage any consumer to purchase products in unreasonably large quantity which cannot be consumed in a reasonable time or which the consumer can purchase after the consumption of existing stock;
 - vi. Induce a consumer to make a purchase based upon the representation that they can reduce or recover the price by referring potential customers to him/her for similar purchases;
 - vii. Induce or encourage VBOs recruited by him/her or prospects to purchase products in unreasonably large quantity or for an amount which cannot be expected to be sold in a reasonable time;
 - viii. Present direct selling/ multi- level marketing to a prospect/ consumer as form of market research;
 - ix. Provide any literature/marketing collateral/training material which are not issued by the Company or its authorized channel/s to a prospect/consumer and without the contact information of the VBO;
 - x. Require prospects/consumers to purchase any literature/marketing collaterals/training materials/sales demonstration equipment;

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- xi. Cross canvassing a consumer who is already purchasing product from another VBO to purchase from him/her and other VBOs to associate with his/her organization.
- e. As per Company policy & procedure, a VBO shall not create any website/social media accounts, groups, pages, profiles or whatsoever in the name of THE COMPANY in any form or manner. If it is found out that any wrong information is circulated by any of those unofficial pages to mislead people, then the concerned person will be responsible and the Company will initiate legal action against them.
- f. A VBO shall not conduct or announce personal level business promotion activities by offering cash, trips, valuables, or any other kinds of rewards which may lure the public.

D. Books & Records

A VBO shall maintain stock register of his/her retail sales. A VBO 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 him/her, in such form as per applicable laws.

E. Receipt and Invoice:

- a. The VBO shall provide an order form, while taking an advanced order.
- b. The VBO shall provide with a retail sales receipt while selling the product to the consumer, with the following details and keep a copy of it.
 - i. Name, Address, Identification Number and Contact Number of the VBO and details of the Company;
 - ii. Origin of the country
 - iii. The order/sale date, the total amount to be paid by the customer along with the bill and receipt;
 - iv. Time and place for inspection of the sample and delivery of goods;
 - v. Cancellation and refund policies;
 - vi. Details regarding the complaint redressal mechanism of the Company;

XI. OBLIGATIONS OF COMPANY

- a) Assistance in promotion:
The Company shall make marketing materials such as flipcharts, brochures, etc., available on www.vibrantviva.com or at the VibrantViva office. The VBO may purchase the material to promote the business.
- b) New developments:
The Company ensures that the details of Contact Information, Management, Products, Product Quality Certificate, Price, Compensation Plan, Complaint Redressal Mechanism and other relevant information is available on the website of the Company and that it is updated from time-to-time.

XII. COMMUNICATION:

- a) The VBO shall communicate with the Company only from the registered email ID/mobile number.
- b) All the service requests shall be addressed only through Vmail, the internal mail facility provided in the Virtual Office with relevant subject or by calling the VBO and Customer Support on the toll-freenumber 1800 103 4916 or 080-43532020.
- c) In the event of there being a change in the registered address/contact details of the VBO, it is the responsibility of VBO to get the same updated in the Company records along with relevant documents

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within Fifteen (15) days from the date of change. The Company shall not be liable for any miscommunication/loss occurred due to the change in address/contact details.

- d) All details of the Company including its Contact Information, Management, Products, Product Quality Certificate, Price, Compensation Plan, Complaint Redressal Mechanism and other relevant information is available on the website of the Company and updated from time-to-time. It's the responsibility of the VBO to get updated timely.

XIII. RETURNS/ REFUND POLICY:

A. Returns by Consumer:

- a) A consumer who is dissatisfied with product can return the product, provided that:
- i. The product is returned within a period of Thirty (30) days from the date of purchase
 - ii. Should have the original receipt/invoice of the purchase.
 - iii. Should not have consumed more than 30% of the product.
 - iv. The product should be returned only to a VBO from whom they have purchased
- b) The VBO shall give a complete refund to the consumer provided that the above conditions are satisfied.
- c) The VBO shall deduct the handling charges and GST while providing refund to the consumer, except in the case of manufacturing defect.
- d) A VBO should obtain an undertaking email from the consumer, marking compliance@indusviva.com in CC that the consumer will not claim for any returns in the future if they buy the same products of the Company again.
- e) The VBO shall return the product which is returned to the Company along with the receipt within Fifteen (15) days from the date on which the products were returned, and get the same exchanged.
- f) Except in case of manufacturing defect, the VBO shall bear the GST and handling charges while exchanging the product from the Company which was collected from the consumer and handover the product to any store of the Company.
- g) The consumer can return the product to the respective VBO, if there is any undue delay in the delivery of the product irrespective of whether the consumer had been notified of such delay.

B. Returns by Consumer in case of health issues:

A consumer can return a product directly to the Company and get the refund if he/she faces any health issues by using the products within Thirty (30) days from the date of purchase, 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 and the original invoice/sales receipt. The refund shall be initiated after due verification of the certificate and the Company shall contact the Doctor/RMP, if required.

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C. Returns by VBOs

- a. A VBO can return the product to the Company and get refunded provide that: The product is returned within Fifteen (15) days from the date of purchase,
 - i. The product is in saleable condition
 - ii. The VBO can return only up to a maximum of 200 PV
 - iii. The product must have a minimum of four (4) months of shelf life
 - iv. They have original receipt/invoice
- b. The Company shall process the refund after the deduction of Retail Profit that is paid to the VBO, handling charges, and INR 300/- (Rupees Three Hundred Only) per unit as the processing fee.
- c. Once the refund is processed, the VBO account shall be vacated and the contract shall be terminated with all pending benefits.
- d. The Company shall adjust the commission credited (including TDS) while processing all kinds of refund including cooling-off period. Handling charges are non-refundable, if the product has been dispatched.
- e. Products given as complimentary or purchased on offer including Presidential Club Membership (PCM) and Viva On The Move (VOTM), will not be eligible for any kind of return, refund or exchange. However, damaged products received on delivery may be replaced as per the accepted procedure.
- f. Return of orders placed on subsequent day without liquidating the products on the previous day are not eligible for refund, if the volume aggregate is above 200 PV.
- g. Products purchased through e-Commerce platforms or any other unauthorized modes shall not be eligible for return/refund.

XIV. CO-APPLICANT:

- a) The default co-applicant for married VBOs is the spouse.
- b) The default co-applicant for unmarried VBOs is the cross-gender parents.
- c) Any other co-applicant is required to be approved by the Company, whatsoever may be the reason and if the co-applicant is not approved by the Company, the VBO shall not have any co-applicant.
- d) At any point of time if the company finds out that the co-applicant of a VBO is also holding a separate ID, the Company shall terminate both the IDs for holding dual ID.

XV. TRADEMARKS & TRADE NAMES

The Company may impose certain restrictions on the use of the Company's licensed name, trade names and trademarks, logos and other intellectual property and advertising in order to protect the rights, reputation, and image of the Company and such restrictions are applied to all VBOs generally. A VBO also agrees not to apply individually or in association with any other party for registration of any intellectual property, licensed or owned by the Company capable of registration but not registered.

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XVI. GRIEVANCE REDRESSAL:

- a. In case of any grievance the VBO shall contact Customer Support either through Vmail or call. Further, if it is not solved in the given time, the VBO can escalate the issue to the Relationship Manager through his upline Executive Diamond and above ranked VBO.
- b. The VBO or the consumer can approach the Grievance Redressal Committee constituted by the Company, for its grievance, if the grievance is not resolved through the regular redressal mechanism in the stipulated time period.
- c. The Company shall ensure that the grievance redressal officer acknowledges the receipt of any consumer complaint within forty-eight working hours of receipt of such complaint and redresses the complaint normally within a period of one month from the date of receipt of the complaint and in case of delay of more than a month, reasons for the delay and the actions taken on the complaint, are informed to the complainant in writing.
- d. The VBO can approach the government nodal officer for direct selling of his/her respective state, if the issue is not resolved within Forty Five (45) days.

XVII. TERM & TERMINATION:

- a. If the VBO fails to generate an order within Four (4) weeks from the date of contract, this Contract shall be terminated automatically by the Company, without issuing further notice.
- b. Either party to this Contract shall have the right to terminate this Contract with or without cause with 3 months written notice to the other party.
- c. If the VBO violates/infringes/breaches any of the obligations cast on him/her under this Contract, the VBO shall forthwith stop acting as a VBO of the Company and his/her ID will be placed on hold until the completion of enquiry.
- d. The Company shall subsequently terminate the contract of the VBO unless proved otherwise.
- e. If a VBO gets involved with a legal dispute with the Company, his/her ID will be placed on "Sales Order Hold" status till the dispute is settled which shall deny their access and incentives will be put on hold till the dispute is resolved amicably.
- f. The Company reserves the right to terminate this Contract if it ceases business operations or dissolve as a business entity;
- g. Unless otherwise terminated in accordance with the above-mentioned terms, the contract shall be in perpetuity.

XVIII. RETRIEVING OF KYDS:

- a. If the VBO fails to purchase goods from the Company within four (4) weeks from the date of Contract, he can retrieve his KYDS documents by requesting the same to Company by e-mail.
- b. In order to get into a fresh contract, an active VBO can retrieve his KYDS documents by sending the resignation and the retrieval shall come in force after three (3) months from the date of resignation.
- c. The Company shall consider a VBO resigned if his/her ID is inactive for more than 26 weeks.
- d. Service charges may be applicable for the retrieval of KYDS documents.

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XIX. NON- COMPETE & NON- SOLICITATION:

- a. Any individual who has resigned from the company or ceased to be a VBO for any reason whatsoever, shall not market products of (or) enter into an agreement with any other DirectSelling/ Multi- level Marketing Entity/ Company/ Organization or any company which runs a similar or same business as of the company for 5 (five) years from the date he/she ceased to be a VBO.
- b. Any individual who has ceased to be a VBO, is proved to have been marketing products of (or) has entered into an agreement with any other DirectSelling/ Multi- level Marketing Entity/ Company/ Organization or any company which runs a similar or same business as of the company shall be liable to pay four times the aggregate income/ commission he has earned as a VBO of the company.
- c. Any individual who has ceased to be a VBO of the company shall not attempt to solicit or poach any existing VBOs from the company to any DirectSelling/ Multi- level Marketing Entity/ Company/ Organization or any company which runs a similar or same business as of the company.
- d. Any individual who has ceased to be VBO of the company is proved to have poached or solicited any existing VBO from the company to any other DirectSelling/ Multi- level Marketing Entity/ Company/ Organization or any company which runs a similar or same business as of the company, shall be liable to pay four times the aggregate income/ commission he/she has earned as a VBO of the company plus the aggregate income/ commission earned by the VBO whom he/she has poached from the company.

XX. LIMITATION & LIABILITY:

- a. Any dispute or issue against the Company shall be brought within 90 days from the date of dispute.
- b. The VBO shall not claim any right after the limitation period.
- c. To the maximum extent permitted by law, the Company, its parent or affiliated companies, directors, officers, shareholders, employees, assignees, and agents (collectively referred to as “affiliates”), shall not be liable for; and VBO shall release the Company and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Contract. A VBO shall further agree to release the Company and its affiliates from all liability arising from or relating to:
 - i. His/her, or any other VBOs' breach of the Contract;
 - ii. The promotion or operation of the Company business by them or any other VBO and any activities related to it, including, but not limited to, the presentation of Products or the Compensation Plan, the lease of meeting or training facilities, etc., and agree to indemnify the Company and its affiliates for any liability, damages, fines, penalties, or others;
 - iii. Any incorrect data or information provided by them or any other VBO to the Company;
 - iv. His/her, or any other VBOs' failure to provide any information or data necessary for the Company to operate its business; or
 - v. Reinforcements arising from any unauthorized conduct that s/he undertake in operating his/her business. A VBO shall further agree to indemnify the company for any liability, damages, fines, penalties or other awards.
- d. The VBO shall entirely indemnify the Company, of all liability, damages, and penalties that might be imposed upon the Company by any statutory body/s due to his/her negligence, unlawful and illegal activities in discharging their duties as a VBO. The VBO shall bind him/herself to abide with the aforesaid terms and conditions in the Contract and law of the land, in default of which s/he shall hereby undertake and bind him/herself to indemnify the losses which might occur to the Company.

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XXI. GOVERNING LAW & JURISDICTION:

1. This Contract shall be governed by and construed in accordance with the laws of India and without regard to principles of conflicts of laws. The VBO and the Company shall be guided by the provision of the Consumer Protection Act, 2019, Consumer Protection (E-commerce) Rules, 2020 and Consumer Protection (Direct Selling) Rules, 2021 or any other laws or rules made thereunder.
2. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of Bangalore:

Arbitration: In the event of there being any difference, disputes, discrepancy, ambiguity, or matter concerning interpretation of the terms of this contract, 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 resolved in accordance with the provisions Arbitration and Reconciliation Act, 1996 and mediation provisions of Consumer Protection Act, 2019. The place of arbitration shall be at Bangalore.

XXII. ENTIRE CONTRACT:

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

XXIII. WAIVER:

If there is any variation or waiver by the Company on any breach of the Contract, then that must be written and signed by an authorized officer of the Company. The waiver by the Company on any breach of the Contract by VBO shall not operate or be construed as a waiver of any subsequent breach.

XXIV. NOTICE:

All notices to the Company shall be sent to the registered office of the Company.

XXV. NON- ASSIGNABILITY:

The VBO agrees that its rights and obligations under this contract may not be transferred or assigned directly or indirectly.

XXVI. SEVERABILITY:

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

IndusViva Health Sciences Pvt. Ltd.,

VBO

Witness 1: _____
(Co-applicant)

Witness 2:
(Sponsor)

XXVII. AMENDMENTS:

The Company may amend the Contract/compensation plan/policies from time to time. The Company agrees to notify VBO about the amendments, which s/he is liable to accept. If the VBO refuses to accept the amendments, then that act shall be considered as unwillingness from the VBO to continue the contract and will lead to the termination of the same.

XXVIII. HEADINGS:

Headings used in this Contract are provided for convenience only and shall not be used to construe meaning or intent.

Failure to comply with the above terms or any if either party commits any breach the contract shall stand terminated with immediate effect and all the pending benefits of the VBO shall be forfeited unless proved otherwise

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

IndusViva Health Sciences Pvt. Ltd.,

VBO

Witness 1:
(Co-applicant)

Witness 2:
(Sponsor)
