

DIRECT SELLER CONTRACT

This CONTRACT (contract) is entered into on date: _____ between IndusViva HealthSciences 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./Mx _____ PAN: _____, Aadhar Card No.: _____ which expression shall include his/her/their heirs, executors, assigns and effects wherein the context so admits or requires.

The Company and Direct Seller 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 Direct Seller as follows:

1. That the Company is a Direct Selling company and is engaged in the business of selling its healthcare and wellness products registered with trademark authorities through multilevel marketing method of direct selling.
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 a money circulation/pyramid scheme which promises quick & easy money. The Company doesn't receive any registration/enrollment/subscription/renewal fee or/and any deposit/ investment and does not promise any fixed income/returns/profits/commissions. The Direct Seller shall earn only according to the compensation plan, based on the turnover generated by them, themselves, and their network's turnover.
4. The Company has all GST, Income Tax, and other licenses as may be required as per the laws/regulations/guidelines of its principal place of business and of other states where the Company has branches.
5. The Direct Seller is willing to engage in the business of direct selling of the Company's products and the Company is willing to register them as a Direct Seller on a principal-to-principal basis.
6. The Direct Seller 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 Direct Seller as an employee, agent, shareholder, or a depositor and it is only a part-time opportunity and if any losses arise out of it, the Company and its affiliates shall not be responsible.

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



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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. Direct Seller shall be known as Viva Retailer in the beginning and shall be allowed only to retail the products until they complete the eligibility criteria of VBO where they get access to the whole compensation plan.
10. The Direct Seller is bound by the decisions of Viva Advisory Council (VAC) and accepts the VAC as the representatives of the entire network of Direct Seller s of the Company.

1. APPOINTMENT OF DIRECT SELLER:

a. The Direct Seller agrees that they:

- i. Are an individual,
- ii. Are above 18 years of age,
- iii. Are of sound mind,
- iv. Are considered as a reasonable person under law,
- v. Are not an employee of the Company or a relative/s of the Company's representatives,
- vi. Do not have any family member who is eligible to be co-applicant and is not a dependent of an existing Direct Seller of the Company.
- vii. Have 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 VBOs,
- viii. Have consumed the products of the Company and satisfied with its taste & benefits,
- ix. Are aware that they need not become a Direct Seller to purchase or consume the products,
- x. Are not convicted for an offence under any law,
- xi. Have not declared bankruptcy in the past five years,
- xii. Hold valid government-issued identity proof and proof of address.

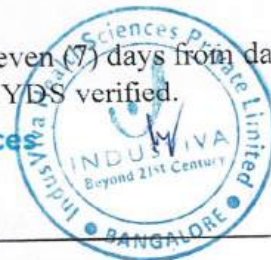
b. Application:

- i. To become a VR, the applicant must duly fill in 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.
- ii. Once the 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 their sole responsibility to protect their credentials.
- iii. It is the responsibility of the applicant to upload their self-attested KYDS (Know Your Direct Seller) documents to their virtual office immediately after their enrolment. If any delay happens from the side of the Direct Seller in uploading the KYDS or uploading wrong documents, the date of enrolment shall be considered as date of contract for any future references.
- iv. The applicant shall provide a valid mobile number and email ID, which is not already registered with the Company belonging to an existing Direct Seller. Email ID and mobile number shall be verified by OTP.
- v. The applicant can place orders for the products of the Company only once, if their KYDS documents are not verified.
- vi. 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 their KYDS verified.



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- vii. 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.
- viii. Enrollment and issuing of virtual office credentials cannot be considered as acceptance of applicant as VR by the Company. An applicant is considered as VR of the Company only after verification of KYDS documents.
- ix. The Company shall issue a virtual identity card to the VR after successful approval of the KYDS documents.
- x. The Company, upon scrutiny and verification of the application, may register and appoint the applicant as Direct Seller for selling the Company's products. The Company shall be at liberty to accept or reject the application at its discretion without assigning any reason whatsoever.
- xi. A Direct Seller would be referred to as a Viva Retailer (VR) until they fulfil the criteria mentioned in the compensation plan, upon fulfilling the criteria, they shall upload the duly signed contract, signed by themselves, their co-applicant, and their sponsor and validated by Aadhaar e-signature. Once the same is approved by the company that they fulfill the criteria, they would be referred to as a VBO, Viva Business Owner.

2. COOLING OFF PERIOD

- a. That the Direct Seller shall have exclusive right to reject/cancel the above contract within Thirty (30) days from the date of enrollment. In this relation, the Direct Seller shall be responsible for giving intimation to the company about such decision within a specified period through email or registered letter or speed post to company.
- b. That such Direct Seller shall have the right to return any goods purchased by the Direct Seller during the cooling off period, but the purchased goods should be in saleable condition i.e., any seal/protection on the goods is kept unbroken. The refund of the cost of such returned product/credit voucher shall be paid by the company within Thirty (30) days from the date of receipt of the product after deducting the handling charges.
- c. That, if such Direct Seller receives any consideration from the company during this cooling-off period then such Direct Seller shall be responsible to pay the amount of such consideration to the company or authorize the company to set off the amount from the refund amount and the remaining amount shall be refunded.

3. GENERAL DUTIES:

- a. The primary objective of the Direct Seller is to market and sell the Company's products and earn retail revenue. The Company does not compel the existing VBOs to appoint new VRs. The appointment of new VRs by the existing VBO is optional and not mandatory.
- b. That the Direct Seller shall be faithful to the Company and shall uphold the integrity and decorum of the Company and shall maintain good relations with other Direct Seller and other clients also.
- c. That the Direct Seller shall abide with all the policies, procedures, rules and regulations of the company and all Laws, Rules and Regulation and Directions and Guidelines issued by the Government of India and respective States government from time to time and shall not engage in any deceptive or unlawful trade practice as defined by any Central and State governments, or local laws or regulations.
- d. That the company shall be responsible for the quality of products and services sold by the Direct Seller and further the company will guide and help the Direct Seller to follow best practices in the interest of the consumer about the products and business opportunity in the legal and ethical



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manner if any Direct Seller works out of the purview of policy/guideline of the company then such Direct Seller shall be responsible for all their activities in sales of product/service.

- e. If the VBO wants to recruit a prospect as VR, they shall not do so unless such prospect undergoes a mandatory Viva Orientation Program.
- f. The VBO is responsible to educate and support the VBOs and VRs, sponsored by them, and the network of Direct Sellers recruited by them directly or indirectly to improve their knowledge about the business, enhance their ability to sell the products and build the business.
- g. The VBO shall not recruit a prospect as VR unless and until the prospect is satisfied and happy with the quality of products and shows confidence to sell the products to potential consumer/customer.

4. CONFLICT OF INTEREST:

- a. The Direct Seller warrants to the Company that they do not currently associate or represent any other Direct Selling/ Multi- level Marketing Entity/ Company/ Organization and promote their products.
- b. During the term of this Contract, Direct Seller shall not associate, represent, promote, or otherwise try to sell products or services of any other Company.
- c. The Company shall place the Direct Seller's account on hold and subsequently terminate the ID, if it finds that the Direct Seller is associating or representing or promoting any other Direct Selling/Multi- level Marketing Entity/Company/Organization unless the Direct Seller proves otherwise.
- d. The Direct Seller shall not make or circulate or propagate any false, misleading, or negative statements against the Company or its interests to any another Direct Seller including crosslines or public in general, in such a case the company shall initiate appropriate action against the Direct Seller which may result up to termination of the Direct Seller contract.
- e. The Direct Sellers shall not misuse the personal details of any Direct Seller, prospect, customer or any person which he has obtained in his purview as a Direct Seller of the Company and shall not use such personal details for any other means other than for what it is intended to.
- f. The Direct Seller shall not misbehave with other Direct Sellers or their co-applicants or family members or customers or management and employees of the company or public in general especially female members while attending any event or doing any work related to the Company as Direct Seller The Company shall not tolerate such behavior by any Direct Seller and take strict action against the said Direct Seller and the Direct Seller may also face legal repercussions.
- g. The VBO shall not encourage value extraction way of building business rather they should follow value creating way of business. Value extraction means encouraging VRs to place orders in the name of a dummy/benami customer.
- h. The Direct Seller shall not approach or encourage any existing Direct Seller of their organization or of crossline organization to move to a place of their interest or involved in any snatching/poaching activities.

5. INDEPENDENT CONTRACTOR:



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The Direct Seller understands that it is an independently owned business entity, and this contract does not make it, its employees, associates or agents as employees, agents, or legal representatives of the company for any purpose whatsoever. The Direct Seller has no expressed or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the company or to bind the company in any manner. In case, the Direct Seller, their employees, associates, or agents hold out as employees, agents, or legal representatives of the company, the company shall demand to pay cost of any/all loss, cost, damage including consequential loss suffered by the Company on this account. Further, the company shall not be liable in any manner for Provident Fund or Employee State Insurance for Direct Seller.

6. COMPENSATION/ REMUNERATION:

- a. The Company shall pay the Direct Seller a remuneration in the form of commission, bonus, gifts, profits, incentives etc. including financial and non-financial benefits payable to the Direct Seller related to their respective sales volume as per the Company's compensation plan on a weekly or monthly 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 seems 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 Direct Seller outside India.
- d. The Direct Seller shall not receive any revenue or bonus or payout without registering and validating their KYDS documents and the payout shall be withheld until documents get validated.
- e. If the Direct Seller fails to register the KYDS documents or get their KYDS documents verified within six months from the week of eligibility of payout, The same shall be wiped out and the Direct Seller cannot make claim on such payout later.
- f. In the event of breach of this contract, the Direct Seller shall not be eligible to get any revenue/bonus/payout and/or other pending benefits, if any.

7. TRANSACTIONS:

- a. All financial transactions by the Direct Seller 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 on the Company website.
- c. The Company shall not be liable for any disputes arising from transactions made through 3rd party intervention.
- d. A Direct Seller is not authorized to collect any kind of payment/ money from other Direct Sellers /prospective VRs. They shall be solely liable in case of any dispute if they do so.

8. SALE AND SERVICES

Prices and Terms of Sale:

- a. The Company shall provide the Direct Seller 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 Direct Seller shall quote to the Customers only those authorized prices, payment schedules,



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and terms and conditions as informed by the Company. The order shall be processed only after receipt of payment.

9. OBLIGATIONS OF DIRECT SELLER:

Collection & Delivery:

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

10. ADDITIONAL RESPONSIBILITIES

A. Expense of Doing Business

- a. Direct Seller shall bear the cost and expense of conducting their business in accordance with the terms of this Contract. This would include salaries for the staff of the Direct Seller 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.
- b. The company shall not provide any establishment/office expenses, business running expenses etc. in relation to maintaining an owned office for the Direct Seller.
- c. The Company shall not entertain any requests for reimbursement of any expense made by the



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Direct Seller other than the payout generated from business turnover.

- d. All the arrangements, expenses, permission from local authorities, complying with rules of central and state government and local body is the whole responsibility of Direct Seller for meetings and seminars conducted by the Direct Seller.

B. Promotion of the Products

- a. The Direct Seller shall promote and sell the products with the respective marketing materials/collaterals/literature/virtual tools provided by the company or Company authorized channel partner or by purchasing them from the Company or Company-authorized channel partner. The Direct Seller shall be responsible for any dispute that may arise from the usage of unauthorized marketing collateral/tools.
- b. The Direct Seller shall not sell any marketing collateral/literature/virtual tools to consumer/prospects.
- c. A Direct Seller shall use the product testimonials/reviews which are duly verified by the Company otherwise, if any dispute arises due to the use of unauthorized testimonials/reviews, the Direct Seller shall be solely liable.
- d. The Direct Seller shall use the updated and latest version of the marketing collateral for marketing. If there are any changes in the marketing collateral, the Company shall notify the Direct Seller to purchase the latest marketing collateral. Unless the Direct Seller responds to such communication within 7 days from the date of communication, the Company shall deduct the amount for the marketing collateral from the commission of the Direct Seller and shall dispatch the collateral to them.

C. Sales Representation:

a. Direct Seller shall:

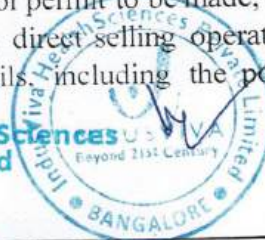
- I) At the initiation of a sales representation, without request, truthfully and clearly identifies themselves, the identity of the Company, the nature of the goods or services sold and the purpose of the solicitation to the prospect/consumer.
- II) Offer a prospect/consumer accurate and complete explanation and demonstration of goods, prices, terms of payment, return, exchange, refund, delivery and shipment, and payment policies and all other relevant information.
- III) A Direct Seller engaged in direct selling shall carry their identity card mandatorily and not visit the consumer's/prospect's premises without prior appointment/consent.

b. Direct Seller shall not:

- i. Sell any products on the e-commerce platform/marketplace without prior written approval from the Company,
- ii. Sell or market any product/s at a discounted/lower price or offer cashbacks without prior written approval of the Company,
- iii. Use any unfair trade practices; any kind of misleading/tampering which will result in delisting the Direct Seller and they shall never be allowed to become a Direct Seller of the Company again,
- iv. Knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the marketing plan/compensation plan, direct selling operation, remuneration system, Direct Seller contract, the products details, including the policy & procedures of the



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- company which is false or misleading.
- v. Induce or encourage any consumer to purchase products in unreasonably large quantities 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 customers to them for similar purchases.
 - vii. Induce or encourage Direct Sellers recruited by them or prospects to purchase products in unreasonable 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 direct seller.
 - x. Require prospects/consumers to purchase any literature/marketing collaterals/ training materials/sales demonstration equipment.
 - xi. Cross canvassing a consumer who is already purchasing product from another Direct Seller to purchase from them and other Direct Sellers to associate with their organization.
 - xii. Purchase any products from other Direct Sellers of the Company.
- c. 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.
- d. 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. A Direct Seller shall maintain the stock register of their retail sales. 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 laws, and as informed by the company from time to time.
- b. The company shall maintain the details of products, price, tax, and the quantity and such other details in respect of the goods sold/purchased by them, in such form as applicable law as mentioned herein which can be accessed through their Virtual Office.
- c. The company shall deduct the charges from the payout of the Direct Seller to prepare such accounts on behalf of the Direct Seller.

E. Receipt and Invoice:

- a. The Direct Seller shall provide an order form, while taking an advanced order.
- b. The Direct Seller shall provide 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 Direct Seller 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.



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- iv. Time and place for inspection of the sample and/or delivery of goods,
- v. Cancellation and refund policies,
- vi. Details regarding the complaint redressal mechanism of the Company,

F. Direct Sellers are liable to take GST registration. They shall charge GST, raise GST invoice and pay GST to the government if their business turnover reaches the threshold limit in the financial year.

11. OBLIGATIONS OF COMPANY

a. Assistance in promotion:

The company has entrusted VibrantViva as the only authorized channel partner of the Company to provide marketing collaterals, tools and training for the Direct Sellers 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. All the marketing materials such as flipcharts, brochures, etc., available on www.vibrantviva.com or at the VibrantViva office. The Direct Seller may purchase the material to promote the business.

b. New developments:

The Company ensures that the details of Contact Information, Management, Products, 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.

12. COMMUNICATION:

- a. The Direct Seller 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 Direct Seller and Customer Support on the toll-free number 1800 103 4916 or 080-43532020.
- c. The Direct Seller shall mention their ID no. in all their transactions and correspondence with the Company.
- d. In the event of there being a change in the registered address/contact details of the Direct Seller, it is the responsibility of Direct Seller to get the same updated in the Company records along with relevant documents within Fifteen (15) days from the date of change. The Company shall not be liable for any miscommunication/loss that occurred due to the change in address/contact details.
- e. All details of the Company including its Contact Information, Management, Products, 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 Direct Seller to get updated in a timely manner.
- f. If any communication is sent from the Company to the Direct Seller and they do not respond to the communication within 7 days from the date of communication received, the Company, will consider the no response from them as consent or NOC to process the requirement mentioned in such communication.

13. RETURNS/ REFUND POLICY:



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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 Direct Seller from whom they have purchased.

b) The Direct Seller shall give a complete refund to the consumer provided that the above conditions are satisfied.

c) The Direct Seller shall deduct the handling charges and GST while providing a refund to the consumer, except in the case of a manufacturing defect.

d) A Direct Seller should obtain an undertaking email from the consumer, marking complianceindusviva.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 Direct Seller shall return the product which is returned by the customer 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 Direct Seller shall bear the GST and handling charges while exchanging the product from the Company which was collected from the consumer and hand over the product to any store of the Company.

g) The consumer can return the product to the respective Direct Seller, 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 they face 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.

C. Returns by

a. A Direct Seller can return the product to the Company and get refunded provided that: The product is returned within Fifteen (15) days from the date of purchase,

- i. The product is in saleable condition.
- ii. The Direct Seller can return only up to a maximum of 300 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 Direct Seller, handling charges, and INR 300/- (Rupees Three Hundred Only) per unit as the processing fee.

c. Once the refund is processed, the Direct Seller account shall be vacated, and the contract shall be terminated with all pending benefits.



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- d. The Company shall adjust the commission credited (including TDS) while processing all kinds of refunds including the cooling-off period. charges are non-refundable if the product has been dispatched/collected.
- 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 300PV.
- g. Products purchased through e-Commerce platforms, or any other unauthorized modes shall not be eligible for return/refund.

14. CO-APPLICANT:

- a. The default co-applicant for married Direct Sellers is the spouse.
- b. The default co-applicant for unmarried Direct Sellers 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 Direct Seller shall not have any co-applicant.

15. 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 Direct Sellers generally. A Direct Seller 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.

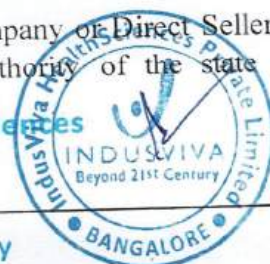
16. GRIEVANCE REDRESSAL:

- a. In case of any grievance the Direct Seller shall contact Direct Seller and Customer Support either through Vmail or call. Further, if it is not solved in the given time, the Direct Seller can escalate the issue to the Relationship Manager through his upline Executive Diamond and above ranked VBO.
- b. In case of any grievance the consumer/ customer shall contact our Customer Support by either by calling our Toll-Free Number – 18001034916 or through the consumer portal on our website.
- c. The Direct Seller or the consumer can approach the Grievance Redressal Committee, constituted by the Company, whose details are mentioned in our website for its grievance, if the grievance is not resolved through the regular redressal mechanism in the stipulated time period.
- d. The Company shall ensure that the grievance redressal officer acknowledges the receipt of any consumer complaint within forty-eight (48) working hours of receipt of such complaint and redresses the complaint normally within a period of one (1) 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.
- e. The Direct Seller can approach the government nodal officer for direct selling of their respective state if the issue is not resolved within forty-five (45) days.

f. In the event of failure of any of the above clauses, the company or Direct Seller may approach any mediation center or arbitrator or any appointed authority of the state government at



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district/state level (If any).

17. RETRIEVING OF KYDS:

- a. If the VR fails to purchase goods from the Company within four (4) weeks from the date of Contract, they can retrieve their KYDS documents by requesting the same to Company by e-mail.
- b. To get into a fresh contract, an active Direct Seller can retrieve their KYDS documents by sending the resignation and the retrieval shall come in force after three (3) months/ thirteen (13) weeks from the date of resignation.
- c. The Company shall consider a Direct Seller resigned if their ID is inactive for more than six (6) months/Twenty-Six (26) weeks and shall suspend access to his virtual office.
- d. Service charges may be applicable for the retrieval of KYDS documents.

18. SUSPENSION, TERM & TERMINATION:

- a. The company reserves the right to suspend the operation of this contract at any time, due to changes in its own license conditions or upon directions from the competent government authorities. In such a situation, the Company shall not be responsible for any damage or loss caused or arising out of the aforesaid action.
- b. If the VR fails to generate an order within Four (4) weeks from the date of the contract, this Contract shall be terminated automatically by the Company, without issuing further notice.
- c. If the Direct Seller is inactive for more than two (2) years after placing one or multiple orders, their ID shall be terminated automatically without issuing further notice.
- d. If any Direct Seller is found to hold a dual ID, the Company shall place all the vested IDs on sales order hold and shall terminate the IDs, if proved to have been holding dual ID post enquiry.
- e. If the Direct Seller violates/infringes/breaches any of the obligations cast on them under this Contract, they shall forthwith stop acting as a Direct Seller of the Company and their ID will be placed on hold until the completion of enquiry.
- f. The Company shall subsequently terminate the contract with the Direct Seller unless proved otherwise.
- g. If a Direct Seller gets involved with a legal dispute with the Company, their 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.
- h. The Company reserves the right to terminate this Contract if it ceases business operations or dissolve as a business entity.
- i. Either party to this Contract shall have the right to terminate this Contract with or without cause with Three (3) months written notice to the other party.
- j. Unless otherwise terminated in accordance with the above-mentioned terms, the contract shall be in perpetuity.

19. MISCELLANEOUS:

Rewards are available only for people who are actively pursuing the business (earning DTR) till the commencement of the reward event.

20. NON- COMPETE & NON- SOLICITATION:

- a. Any individual who has resigned from the company or ceased to be a Direct Seller for any reason whatsoever, shall not market products of (or) enter into a contract with any other Direct Selling/ 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 they ceased to be a Direct Seller.



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- b. Any individual who has ceased to be a Direct Seller, is proved to have been marketing products of (or) has entered into an agreement with any other Direct Selling/ 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 Direct Seller of the company.
- c. Any individual who has ceased to be a Direct Seller of the company shall not attempt to solicit or poach any existing Direct Sellers from the company to any Direct Selling/ 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 Direct Seller of the company is proved to have poached or solicited any existing Direct Seller from the company to any other Direct Selling/ 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 payout they have earned as a Direct Seller of the company plus the aggregate payout earned by the Direct Seller whom they have poached from the company.

21. FORCE- MAJEURE

That If at any time, during the continuance of this contract, the performance in whole or in part, by the company, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities/Disaster or any act of God (hereinafter referred to as event), neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the contract shall be resumed as soon as practicable, after such event comes to an end or ceases to exist.

22. LIMITATION & LIABILITY:

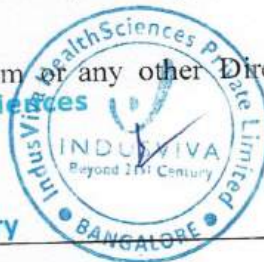
- a. Any dispute or issue against the Company shall be brought within Ninety (90) days from the date of dispute.
- b. The Direct Seller shall not claim any right after the limitation period.
- c. To the maximum extent permitted by law, the Company, its parent or affiliated companies, directors, officers, shareholders, employees, assignees, and agents (collectively referred to as "affiliates"), shall not be liable for; and Direct Seller shall release the Company and its affiliates from, all claims for ~~comp~~ and exemplary damages for any claim or cause of action relating to the Contract. A Direct Seller shall further agree to release the Company and its affiliates from all liability arising from or relating to:
- Their or any other Direct Sellers ' breach of the Contract,
 - The promotion or operation of the Company business by them 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 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 Direct Seller to the

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Company,

- iv. Their or any other Direct Sellers' failure to provide any information or data necessary for the Company to operate its business; or
 - v. Reinforcements arising from any unauthorized conduct that they undertake in operating their business. A Direct Seller shall further agree to indemnify the company for any liability, damages, fines, penalties, or other awards.
- d. That the Direct Seller agrees to protect, defend, indemnify, and hold harmless Company and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
- i. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, or regulator applicable to the company; or
 - ii. Any breach of the terms and conditions in this contract by the Direct Seller, or
 - iii. Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the Direct Seller; or
 - iv. Against all matters of embezzlement, misappropriation or misapplications of collection/money which may from time to time during the continuance of the contract come into their possession/control.
- e. That this clause shall survive the termination or expiry of this contract

23. **GOVERNING LAW & JURISDICTION:**

- a. This Contract shall be governed by and construed in accordance with the laws of India and without regard to principles of conflict of laws. The Direct Seller 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 from time to time.
- b. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of Bengaluru:
- c. 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 Bengaluru.

24. **ENTIRE CONTRACT:**

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

25. **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



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breach of the Contract by Direct Seller shall not operate or be construed as a waiver of any subsequent breach.

26. NOTICE:

All notices, requests, demands and other communications required or permitted under this contract shall be in writing (English) and shall be deemed to have been duly given and received when delivered by hand or courier, when received by electronic mail or other electronic transmission, or three (3) Business Days after the date when posted by air mail, with postage prepaid, addressed as specified in this contract or any other address informed to the parties in writing or by email.

27. REMEDIES:

The Direct Seller hereby acknowledges and agrees that, until they resign, and such resignation is accepted, the Direct Seller is bound by the terms of this contract in case of breach of any clauses in this contract, the Company reserves the right to initiate legal action and get injunctive relief for such breach.

28. NON- ASSIGNABILITY:

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

29. 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.

30. AMENDMENTS:

That the Company reserves the right to modify the terms and conditions, products, plan, business and policies with/without giving prior notice. Such notice may be published through the official website of the Company, and any such modification/amendment shall be applicable and binding unto the Direct Seller from the date of such notice. If the Direct Seller refuses to accept the amendments, then that act shall be considered as the unwillingness of the Direct Seller to continue the contract and will lead to the termination of the same.

31. HEADINGS:

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

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

We do not assume any responsibility or liability or guarantee for any changes, inaccuracies or unforseen circumstances in
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

This is certified for purpose of Rule 5(1)(d) of Companies Act, 2013 and based on MRL explanation provided by concern officers of the company and the contract is a digital application signed by parties at the time of making Direct Seller application.



For IndusViva HealthSciences Private Limited



[Signature]
Authorised Signatory

31/12/2020