

DIRECT SELLER AGREEMENT

PART I. SPECIAL PROVISIONS

THIS DIRECT SELLER AGREEMENT ("Agreement") is made effective as of

DATE _____/DD/MM/YEAR/

BY AND BETWEEN

ZELTS INDIA PRIVATE LIMITED, CIN U51909DL2019PTC357153, a company incorporated under the laws of India having its registered office at A-313 And 315, Third Floor Ansal Chambers- 1,3, Bhikhaji Cama Place New Delhi New Delhi DL 110066, India (hereinafter referred to as "**Company**" which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns) **OF THE FIRST PART AND**

Mr./Ms./Mrs. _____ PAN: _____, Aadhar Card No.: _____ (hereinafter called as "**Direct Seller**" which expression shall include his/her heirs, executors and administrators estates assigns and effects wherein the context so admits or requires) **OF THE SECOND PART.**

The Company and Direct Seller have individually been referred to as "**Party**" and collectively as "**Parties**".

NOW THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions and understandings set forth herein, the sufficiency and adequacy of which is hereby acknowledged, the Parties with the intent to be legally bound hereby covenant and agree as follows:

- A. The Company is engaged in the business of direct selling of Goods (defined hereinafter) through multi-level marketing and in other business activities as stated in the Object Clauses of memorandum of Association of the Company;
- B. The Direct Seller is desirous of undertaking Direct Selling business on principal to principal basis and accordingly the Company is willing to register him on non-exclusive basis the terms detailed herein.
- C. The Direct Seller shall promote, market and sell the Goods directly to the Consumer(s) and to the prospective direct sellers, using appropriate methods of Direct Selling, including but not limiting to word of mouth publicity, display and / or demonstration of the Goods and / or distribution of pamphlets, door to door to Consumers/prospective direct sellers and other related methods.
- D. The Parties acknowledge and agree that this Agreement consists of two parts - "Part I. Special Provisions" and "Part II. General Provisions". By submitting the Application form by the Direct Seller and its approval by the Company, the Parties agree to be bound by terms and conditions of this Agreement.

PART II. GENERAL PROVISIONS

1. DEFINITIONS & INTERPRETATIONS

1.1. Definitions

Capitalised terms as used in this Agreement shall have the meaning as indicated in this Clause 1, if not defined in this Clause 1, as assigned to such terms in the other parts of this Agreement where indicated. Any term not defined in this Agreement shall have the meaning as is commonly understood in India under applicable Law and within the spirit of this Agreement.

- 1.1.1. “**Consumer**” means who buys goods or services for personal (self) use and not for resale or commercial purpose and shall have the same meaning as provided under the Consumer Protection Act, 1986.
- 1.1.2. “**Direct Selling**” means marketing, distribution and sale of goods or providing of services as a part of network of directly selling to Consumers/prospective direct sellers other than under a Pyramid Scheme (*as defined below*). Provided that such sale of goods or services occurs otherwise than through a permanent retail location to the Consumers/prospective direct sellers, generally in their houses or at their workplace or through explanation and demonstration of such goods and services at a particular place.
- 1.1.3. “**Goods**” mean products of the Company or it’s partners (sellers) offered for selling through Direct Selling Network of the Company.
- 1.1.4. “**Saleable**” shall mean, with respect to Goods, unused, packed and marketable, which has not expired and which is not seasonal, discontinued or special promotion goods.
- 1.1.5. “**Pyramid Scheme**” means a multi layered network of subscribers to a scheme formed of subscribers enrolling one or more subscribers in order to receive any benefit, directly or indirectly as a result of enrolment action or performance of additional subscribers to such scheme. The subscribers enrolling further subscriber(s) occupy higher position and the enrolled subscriber(s) lower position, thus with successive enrolments, then forms the multi-layered network of subscribers. Provided that the above definition of a “Pyramid Scheme” shall not apply to a multi layered network of subscribers to a scheme by a company, which consists of subscribers enrolling one or more subscribers in order to receive any benefit, directly or indirectly, where the benefit is as a result of sale of goods or services by subscribers.
- 1.1.6. “**Money Circulation Scheme**” means any scheme, by whatever name called, for the making of quick or easy money, or for the receipt of any money or valuable thing as the consideration for a promise to pay money, on any event or contingency relative or applicable to the enrolment of members into the scheme, whether or not such money or thing is derived from the entrance money of the members of such scheme or periodical subscriptions;
- 1.1.7. “**Authorised Store**” means a pick up point and delivery point, as maintained by the Company in relation to the Goods.
- 1.1.8. “**Sales Incentive**” means consideration in any form being allowed and awarded by the Company to the Direct Seller including but not limiting to commission, bonus, gifts, profits, incentives, financial and non-financial benefit, as set out in Marketing Program GoldSet.
- 1.1.9. “**Unique ID, or UID**” means unique identification number issued by the Company to the Direct Seller as token of acceptance of his application for Direct Selling of the Goods.
- 1.1.10. “**Password**” means unique code allotted to each Direct Seller to allow them to log on the online platform;
- 1.1.11. “**Website**” means website of the Company www.zeltseller.in and contains the ‘Terms of Use’, ‘Data Privacy Policy’, ‘Grievance Redressal Policy’ and ‘Marketing program GoldSet’ as uploaded /posted on the Website from time to time and any other relevant information about the Company, Goods and working modules and their subsequent amendments.
- 1.1.12. “**Marketing Program GoldSet**” means a marketing incentive program aimed at promoting and stimulating sales of the Goods by Direct Seller in exchange for Sales Incentive.

1.2. Interpretation

For purposes of this Agreement: (i) the words and phrases “include,” “includes”, “including” and “such as” are deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; (iii) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; (iv) any reference to the singular shall include the plural and vice-versa; and (v) any references to the masculine, the feminine and the neuter shall include each other.

2. **APPOINTMENT OF DIRECT SELLER**

2.1. For appointment as Direct Seller of the Company, Direct Seller shall fill the application form “**Application Form**” along with the relevant KYC related self-attested documents (Passport/Aadhar Card, PAN card).

2.2. The Company will verify the Application Form before appointing the Direct Seller. The Company reserves the sole right to accept or reject (without giving reasons) the application of the Direct Seller. Upon scrutiny and verification of the application to its sole satisfaction, the Company will register Direct Seller and shall allot the Direct Seller with a Unique ID.

2.3. The Direct Seller hereby consents and confirms that no fee has been charged from him in any form by the Company for becoming a Direct Seller and neither he has been obligated to buy any Goods.

2.4. The Direct Seller shall be registered by the Company on non-exclusive basis.

2.5. Cooling-off Period

2.5.1. The Direct Seller shall have the right to terminate this Agreement within 30 days from the Effective Date subject to the Company receiving prior written intimation from the Direct Seller of his intention (“**Cooling-off Period**”).

2.5.2. Direct Seller shall have right to return any Goods purchased by him during the Cooling-Off Period but the Goods should be in Saleable condition. The refund of amount of cost of such returned Goods shall be paid by the Company within 15 days since the date of receipt of the Goods.

2.5.3. Further, if such Direct Seller has received any Sales Incentive from the Company during the Cooling-off Period then such Direct Seller shall be liable to pay back the said amount of Sales Incentive to the Company in the manner instructed by the Company along with repudiate letter, if received any.

2.5.4. Direct Seller hereby consents that any Sales Incentive accrued / earned during the Cooling-off Period may remain with the Company till the expiry of the Cooling-off Period, irrespective of the agreed payment schedule.

3. **SCOPE OF THE WORK**

3.1. The Direct Seller shall promote, market and sell the Goods directly to the Consumer(s) and to the prospective direct sellers, using appropriate methods of Direct Selling, including but not limiting to word of mouth publicity, display and / or demonstration of the Goods and / or distribution of pamphlets, door to door to Consumers/prospective direct sellers and other related methods.

3.2. The Direct Seller shall adhere to the guidelines and instructions shared by the Company for promotion and marketing of the Goods.

3.3. The Direct Seller would not be allowed to use the brand names used by the Company for personal use.

3.4. The Company hereby covenants that it shall provide the Direct Seller with the necessary marketing material for promoting sales of the Goods.

3.5. The Company shall issue photo identity cards to Direct Sellers with a declaration that the Direct Seller is not allowed to accept any cash / consideration for the Goods, on behalf of the Company. This photo identity card shall be returned by the Direct Seller to the Company at the expiry / termination / revocation of this Agreement. The identity card shall contain the particulars of the Direct Seller including his / her Unique ID.

3.6. Direct Seller will not be authorised to issue any receipts / invoice on behalf of the Company.

4. WARRANTY

- 4.1. The Goods carry warranty of 15 Days. During the warranty period, if there is a manufacturing defect in the Goods, then the Company may either get the Goods repaired or replaced within 15 days of receiving the Goods, provided the Consumer registers the complaint online on the Website.

5. BUY BACK POLICY

- 5.1. Direct Seller will be entitled to seek refund of the Goods within 30 days of purchasing the Good only and upon showcasing the original invoice at the Authorised Store subject to the condition that the Goods are in Saleable condition and have not been opened /unpacked and the seal on the Goods is kept unbroken. The Company shall refund full amount after deducting of packaging, courier, and applicable taxes etc as per the norms issued by the Govt.

6. SALES INCENTIVES

- 6.1. The Goods being sold are of different categories and accordingly the commission on the same varies with the nature / category of the product sold and the volumes achieved.
- 6.2. Earnings of the Direct Seller shall be in proportion to the volume of sales done by the Direct Seller either himself or through his team as conveyed to the Direct Seller by the Company.
- 6.3. Direct Sellers would be able to verify the Sales Incentives by logging onto the Website using their Unique ID and Password.
- 6.4. The Direct Seller acknowledges and consents that the commissions tariff revisions, Government directives, market forces etc., may lead to change in the Company Sales Incentives policy, thus Company reserves the sole right to change the Sales Incentives without any limitation.
- 6.5. Payment of Sales Incentives will be made in accordance with Marketing Program GoldSet.
- 6.6. The Sales Incentives to the Direct Seller shall be subject to statutory deductions as applicable, including but not limiting to 'Tax Deduction at Source'.
- 6.7. Please refer Marketing program GoldSet for Sales Incentives.

7. ROLES, RESPONSIBILITIES, DUTIES & OBLIGATIONS OF THE DIRECT SELLER

Please refer **SCHEDULE A** hereto.

8. OBLIGATIONS OF THE COMPANY

Please refer **SCHEDULE B** hereto.

9. REPRESENTATIONS & WARRANTIES

The Direct Seller hereby covenants as under:

- 9.1. That he has clearly understood the terms and conditions of the Agreement, Application Form, Marketing Program GoldSet, Data Privacy Policy and Website terms of use;
- 9.2. He is not relying upon any representation or promises that is not set out in this Agreement;
- 9.3. He is duly authorised under the laws to which he is subject to enter into this Agreement with the Company;
- 9.4. There is no legal impediment in entering the present Agreement with the Company and he is legally competent to be able to enter into and perform the terms, conditions, obligations and covenants of this Agreement;
- 9.5. By entering into and performing the terms, conditions and covenants under this Agreement, the Direct Seller is not, and shall not be in conflict with any prior obligations to third parties;
- 9.6. During the Agreement, he shall not represent, promote or otherwise try to sell any Goods that, in Company's judgment, compete with the Goods covered by this Agreement;
- 9.7. He is not bound by any obligations owed to any persons other than the Company which would prevent the Direct Seller from complying with the terms of this Agreement and the Direct Seller shall not use any information in breach of rights owed to or held by persons other than the Company;

- 9.8. That he has not been charged with any enrolment / joining fees for becoming a direct seller of the Company;
- 9.9. The Direct Seller hereby also warrants to adhere to the “Model Framework for Guidelines on Direct Selling” issued by the Department of Consumer Affairs - Ministry of Consumer Affairs, Food & Public Distribution, Government of India dated October 26th 2016 and subsequent rules and regulations, acts issued and/or amended by the government from time to time. The Direct Seller hereby acknowledges that the Company would not be liable for any obligation of the Direct Seller under the aforementioned or related laws or any other applicable laws.

10. INDEMNIFICATION

- 10.1. The Direct Seller shall indemnify and hold the Company and all its representatives, officers, directors, shareholders, officers, advisors, on demand promptly harmless from and against any and all (not limiting to) actions, claims, suits, expenses, charges and liabilities, judgements, settlements, awards and costs (including legal costs) fines and penalties due to, arising from or in connection with any misrepresentation, breach of warranty or covenant, or default or misapplications of collections if any, embezzlement, Money Circulation Schemes, or non fulfilment of its obligations by the Direct Seller under this Agreement or any breach of the terms and conditions in this Agreement by the Direct Seller or any third party liability (including any government departments) that the Company may incur as a result of any act / omission / commission or negligence of Direct Seller.

11. INTELLECTUAL PROPERTY

During the term of this Agreement, Direct Seller shall have limited, non-transferable, non-exclusive right to indicate to the public that he is an authorised sales representative of Company. Nothing herein shall grant Direct Seller any right, title, or interest in Company's trademark or on any other intellectual property owned/used by the Company except as otherwise expressly granted herein. At no time during or after the term of this Agreement shall the Direct Seller challenge or assist others to challenge Company's trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of Company or those used by the Company.

12. CONFIDENTIALITY

- 12.1. Direct Seller acknowledges that by reason of its relationship with Company hereunder it will have access to certain information and materials concerning the Company, Company's business plans, customers, technology, and products/services that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Direct Seller hereby agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by the Company.
- 12.2. Company shall advise Direct Seller whether or not it considers any particular information or materials to be confidential. Direct Seller shall not publish any description of the Goods beyond the description published by Company and without the prior written consent of the Company. In the event of termination of this Agreement, there shall be no use or disclosure by Direct Seller of any confidential information of the Company. However, the Direct Seller would not be responsible for any disclosures made if the information disclosed is already available in the public domain or the information is requested by any authorised government department.

13. RELATIONSHIP

- 13.1. The relationship between the Company and Direct Seller is on "*Principal to Principal*" basis and the Direct Seller is not and shall not act as the agent or employee of the Company for any other purpose and shall have no right or authority to assign or create any obligation of any kind, express or implied, on behalf of the Company, to bind the Company in any way, to accept any service or process upon the Company or to receive any notice for and on behalf of the Company, of any nature whatsoever, unless otherwise agreed in writing for any specific purposes.

- 13.2. Direct Seller acknowledges and consents that he is operating independently as a business owner and will be liable to account the expenses on his own.
- 13.3. The Direct Seller acknowledges that nature of relationships between him and the Company has economic relations (business to business).

14. LIABILITY

The Parties herein consent that except as provided for in this Agreement, the Company shall not be liable to the Direct Seller or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim or loss or profit or on account for any expenditure, investment, leases, capital investments or any other commitments made by the other party in connection with the business made in reliance upon or by virtue of this Agreement.

15. SUSPENSION, REVOCATION OR TERMINATION OF AGREEMENT

- 15.1. This Agreement shall commence on the Effective Date and be in effect for an indefinite period.
- 15.2. The Company reserves the sole right to suspend the operations of this Agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities or any other ground as deem reasonable by the Company. In such a situation, Company shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
- 15.3. That the Company may, without prejudice to any other remedy available for the breach by the Direct Seller of any of the conditions of this Agreement or Marketing program GoldSet as available on the Website, by a written notice issued to the Direct Seller at the address aforementioned or by registered electronic mail as maintained in the records of the Company, immediately terminate this Agreement under any of the following circumstances:
 - 15.3.1. The Direct Seller breaches any term or condition of this Agreement;
 - 15.3.2. The Direct Seller failing to rectify, within the time prescribed, any defect as may be pointed out by the Company;
 - 15.3.3. The Direct Seller becoming insolvent/bankrupt; mentally incapable or death;
 - 15.3.4. The Direct Seller being involved in any criminal proceedings/case;
 - 15.3.5. The Direct Seller being involved in any Money Circulation Scheme;
 - 15.3.6. The Direct Seller giving false representations on behalf of the Company;
 - 15.3.7. Where the Direct Seller is found to have made no sales for Goods for a period of 12 months has elapsed from his last sale;
 - 15.3.8. Where the Direct Seller is found to have been involved in embezzlement of Consumer's money, which he has received on behalf of the Company;
- 15.4. That the Direct Seller may terminate this Agreement at any time by giving a written notice of 2 (two) months to the Company at the registered address of the Company subject to expiry of the Cooling-off Period. However, it shall be the responsibility of the Direct Seller to adhere to the guidelines and instructions of the Company even during the above referred notice period.
- 15.5. That the Company may terminate this Agreement at any time by giving a written notice of 2 (two) months to the Direct Seller at the registered address of the Company. In this case the Company shall fulfil its obligations to the Direct Seller in regard to the payments of remuneration, except when the Company has any financial claim against the Direct Seller.

16. GOVERNING LAWS & DISPUTE RESOLUTION

- 16.1. This Agreement shall be fully governed and construed in accordance with the laws of India.
- 16.2. Except as to the matters, the decision to which is specifically provided under this Agreement, if any dispute arises out of or in relation to this Agreement including any question regarding its existence, validity, termination or terms and conditions, the Company and the Direct Seller herein acknowledge and consent to use their best endeavours to settle it mutually. The Direct Seller can report his grievance to the 'Grievance Redressal Committee' of the Company by emailing the complaint at concerns@zeltseller.in.

- 16.3. That in the event, the Direct Seller is unsatisfied with the settlement offered / suggested by the 'Grievance Redressal Committee' of the Company, the matter may be referred to a court hereinafter mentioned.
- 16.4. The Parties herein irrevocably consent to the exclusive jurisdiction of the competent courts of New Delhi, India.

17. FORCE MAJEURE

That if at any time, during the continuance of this Agreement, 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, change in law, of State or direction from statutory authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities / disaster or any act of God (hereinafter referred to as "**Event**"), the Direct Seller shall not, by reason of such Event, be entitled to terminate this Agreement, nor shall he have any such claims for damages against the Company, in respect of such non-performance or delay in performance.

18. SURVIVAL

Notwithstanding anything above, Clause 10 (*Indemnification*), Clause 11 (*Intellectual Property*) Clause 12 (*Confidentiality*), Clause 14 (*Liability*), Clause 16 (*Governing Law And Dispute Resolution*), this Clause 18 (*Survival*), Clause 19 (*After Termination*), Clause 21 (*Notices*), Clause 23 (*Non-Compete & Non Solicit*), and any other clause which by its nature ought to survive shall survive the termination/expiry of this Agreement.

19. AFTER TERMINATION

On termination of this Agreement, the Direct Seller will forthwith cease from representing the Company (and / or its affiliates) in any manner whatsoever and deliver to the Company (and / or its affiliates), all the Confidential Information including without limitation all correspondence, specifications, formulae, books, documents, effects, visiting cards, market data, cost data, drawings or records etc. belonging to the Company (and / or its affiliates) or relating to its business, and shall not retain or make any copies of these items. The Direct Seller shall also not make any claim in respect of these items or any part thereof.

20. NON-ASSIGNABILITY

The Direct Seller shall not assign any of his rights or obligations under this Agreement without prior written consent of the Company to any person. Any such assignment or intended assignment shall be void and entitle the Company to forthwith terminate this Agreement. The Company shall be free to assign this Agreement or any rights/obligations to its affiliates or to any other person without the permission of the Direct Seller.

21. NOTICES

Any notice required or permitted by this Agreement shall be in writing and shall be personally delivered to or mailed by registered or certified mail to the addresses set forth above in this Agreement or by electronic mail; their respective electronic mail ids' are stated below: Company: info@zeltseller.in.

Direct Seller: e-mail indicated by the Direct Seller in the Direct Seller Application Form.

22. SPECIFIC PERFORMANCE AND REMEDIES

This Agreement is binding upon and shall inure to the benefit of the Parties. Company shall be entitled to seek specific performance of this Agreement. All remedies, either under this Agreement or by applicable law or otherwise afforded, will be cumulative and not alternative.

23. NON-COMPETE & NON-SOLICITATION

- 23.1. The Direct Seller consents and agrees that during the term of this Agreement and for a period of 24 months after the termination of this Agreement, the Direct Seller will not solicit directly or indirectly any, including but not limiting to, employee, customers, affiliates, agents, representatives, suppliers other direct sellers / sales representatives or any other person, directly or indirectly associated with the Company, for employment, Direct Selling or for any other purpose.
- 23.2. Further, the Direct Seller also consents that during the term of this Agreement and for a period of 24 months after the termination of this Agreement, the Direct Seller will not engage either directly or indirectly or through any of its affiliates into the similar lines, as Company's business or Goods or extension or modification of such Goods or Direct Selling, in which the Company is operating.

24. ENTIRE AGREEMENT

This Agreement, including the recitals and schedules, supersedes all prior discussions and agreements between the Parties with respect to the subject matter of this Agreement, and this Agreement contains the sole and entire arrangement between the Parties hereto with respect to the subject matter hereof. All the terms and conditions, Website terms of use, Data Privacy Policy and Marketing Program GoldSet as posted/uploaded by the Company on the Website form an integral part of this Agreement.

25. AMENDMENT

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing and duly executed by the Company. Notwithstanding anything stated or provided herein, the Company shall have full powers and discretion to modify, alter or vary the terms and condition of this Agreement in any manner whatsoever it thinks fit and shall be communicated through Website or other mode as the Company may deem fit and proper. If any Direct Seller does not agree to be bound by such amendment, he may terminate this Agreement within 30 days of such publication by giving a written notice to the Company. Without submission of the objection for modification etc., if Direct Seller continues the Direct Selling activities then it will be deemed that he has accepted all modifications and amendments in the terms & conditions for future.

26. **NO WAIVER** No forbearance, indulgence or relaxation or inaction by Company at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of Company to require performance of that provision. Any waiver or acquiescence by Company of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

27. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future applicable law, and if the rights or obligations under this Agreement of the Parties shall not be materially and adversely affected thereby, (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Without prejudice to the foregoing, the Parties hereto shall mutually agree to provide a legal valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision as may be possible.

28. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

29. AFFIRMATION AND DECLARATION

Direct Seller affirms and declares that:

- (a) he has read and understood the terms and conditions for appointment of Direct Seller of the Company;
- (b) he has gone through the Company's Website, printed materials, brochures and convinced about the business and has applied to be appointed as a Direct Seller on his own volition;
- (c) he has not been given any assurance or promise on inducement by the Company or its Directors in regards to any fixed income incentive, prize or benefit on account of the Goods purchased by him;
- (d) he has clearly understood that eligibility of income exclusively depends on his performance in business volume as from terms & conditions; and
- (e) he agrees that Company reserves the right to change the Sales Incentives at any point of time without prior notice.

SCHEDULE A

ROLES, RESPONSIBILITIES, DUTIES & OBLIGATIONS OF DIRECT SELLERS

- That the Direct Seller shall make proper canvassing for the sale of the products in the relevant areas and for this purpose, the Company and sales team/group may assist the Direct Seller.
- That the Direct Seller acknowledged and agrees that Company will not provide any establishment/office expenses, business running expenses etc. in relation to maintain an owned office for the Direct Seller.
- That Direct Seller covenants with the Company that it will exclusively engage in the sale of the Goods and associated products and services and shall not indulge in the sale of similar/identical goods / services and that it shall protect and preserve the patents and trademark of the Goods and other intellectual property rights of the Company owned/used by the Company.
- That Unique ID has to be quoted by the Direct Seller in all his transactions and correspondences with the Company. The Unique ID once chosen cannot be altered at any point of time.
- That no communication will be entertained without Unique ID. As such, the Direct Seller shall preserve the Unique ID and Password properly as it is must for logging on to the online platform.
- That the Company reserves its right to withhold/block/suspend the Direct Seller in the event the Direct Seller fails to provide any details as desired by the Company from time to time like Pan Card details, KYC, etc.
- 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 sellers and all the Consumers.
- That the Direct Seller shall abide by with policies, procedures, rules and regulations of the Company and all the applicable rules, regulations and guidelines issued by the State or Central government and process of law.
- 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 Website of the Company, and any such modification/amendment shall be applicable and binding unto the Direct Seller from the date of such notice.
- That the Direct Seller shall comply with all state and central government and local governing body laws, regulations and codes that apply to the operations of Direct Selling and related to the business of the Company. Direct Seller must not engage in any deceptive or unlawful trade practice as defined by any central, state or local law or regulation.

- That the Direct Seller shall not manipulate, including but not limiting to the Company's Marketing Program GoldSet or Good's rate, sale volume etc , in any way and Direct Seller shall not send, transmit or otherwise communicate any messages to anybody on behalf of the Company otherwise than for authorisation for the same.
- That the Direct Seller shall be liable to produce/show/explain the marketing/sales/trading plan of the Company to the Consumer / potential direct seller as it as he has received without modifications.
- That the Direct Seller and / or any other person is strictly prohibited to use business promotional material, other than as authorised by the Company.
- Direct Seller shall promptly notify Company of any Consumer's complaints regarding either the Goods or Company and immediately forward to Company the information regarding those complaints.
- That the Direct Seller shall not use the Company's trademark, logotype, design and other intellectual property anywhere without prior written permission from the Company. This permission can be withdrawn at any time by the Company.
- Further the Direct Seller engaged in Direct Selling shall:
 - carry his identity card (as issued by the Company) and not visit the Consumers/prospective direct sellers premises without prior appointment/approval;
 - At the initiation of a sales representation, without request, truthfully and clearly identify themselves, the identity of Company, the nature of the Goods sold and the purpose of the solicitation to the prospective Consumer;
 - Offer a prospective Consumer/prospective direct seller accurate and complete explanation and demonstrations of Goods, prices, credit terms, terms of payment, return policies, terms of warranty;
 - Provide the following information to the Consumers/prospective direct sellers at the time of sale, namely:
 - Name, address, registration number or enrollment number, identity proof and telephone number of Direct Seller and details of Company,
 - A description of the Goods to be supplied,
 - Explain to the Consumer/prospective direct seller about the goods return policy of the Company in the details before the transaction,
 - The order date, the total amount to be paid by the Consumer/prospective direct seller along with the bill and receipt,
 - Time and place for inspection of the sample and delivery of goods,
 - Information of his rights to cancel the order and / or to return the product in Saleable condition i.e. any seal/protection on the goods is kept unbroken and avail full refund and sum paid, and
 - Detail regarding the Grievance Redressal Committee.
- The Direct Seller shall keep proper book of accounts stating the details in respect of the Goods sold by him, in such form as per applicable law.
- Direct Seller is not allowed to accept any cash / consideration for the Goods, on behalf of the Company.
- The Direct Seller shall not:
 - Use misleading, deceptive and / or unfair trade practices ;
 - 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,
 - Make any factual representation to prospective direct sellers that cannot be verified or make any promise that cannot be fulfilled,
 - Present any advantages of Direct Selling to any prospective direct seller in a false and / or a deceptive manner,
 - Knowingly make, omit, engage or cause or permit to be made any representation relating to the Direct Selling operation, including Sales Incentive and agreement between the Company and the

direct seller, or the Goods being sold by such direct seller and / or misleading the Consumer or other direct sellers,

- Require or encourage direct sellers recruited by the first mentioned direct seller to purchase Goods in unreasonably large amounts.
- Circulate any literature or publications not issued / approved by the Company;
- Require prospective or existing direct seller to purchase any Goods.
- That the Direct Seller is prohibited from listing, marketing, advertising, promoting, discussing, or selling the Goods, or the business opportunity on any website or online forum that offers like auction as a mode of selling.
- That the Direct Seller hereby undertakes not to compel or induce or mislead any person with any false statement /promise to purchase Goods from the Company or to become direct seller of the Company.
- That the Direct Seller shall not promote any Pyramid scheme and / or Money Circulation Scheme.

SCHEDULE B OBLIGATIONS OF THE COMPANY

Towards Direct Sellers

- That the Company shall provide a mandatory orientation session to the Direct Seller, providing fair and accurate information on all aspect of the Direct Selling operation including but not limited to the Sales Incentive for newly recruited direct sellers.
- That the Company shall maintain proper records either manual or electronic of their business dealing with complete details of their Goods, services terms of contract, price, income plan, details of direct sellers, including but not limited to enrollment, termination, active status, earning etc.
- The Company shall maintain a “register of direct sellers” wherein relevant details of the Direct Seller shall be updated and maintained.
- That the Company shall maintain proper and updated Website with all relevant details of the Company, contact information, its management, Goods, Goods information, Goods quality certificate, price, complete income plan, terms of contract with Direct Seller and Grievance Redressal mechanism for Direct Sellers and Consumers.
- That the Company shall provide to Direct Seller their periodic account/ information concerning, as applicable, sales, purchases, details of earning, commissions, bonus, and other relevant data, in accordance with Agreement with Direct Seller. All financial dues shall be paid and any withholding made in a commercially reasonable manner.
- That the Company will monitor the value of the purchases of all the Direct Seller on a regular basis.
- That the Company will not:
 - Use misleading, deceptive or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings, in their interaction with prospective or existing direct sellers;
 - Make or cause, or permit to be made, any representation relating to its Direct Selling business including Sales Incentive and Agreement between itself and the Direct Seller, or to the Goods being sold by itself or by the Direct Seller which is false or misleading;
 - Provide any benefit to the Direct Seller for the introduction or recruitment of one or more persons as direct sellers; and
 - Require the Direct Seller to pay any money by way of minimum monthly subscription or renewal charges.

Towards Consumers

- The Company shall provide information to the Consumer upon purchase which shall contain:
 - The name of the purchaser and seller;
 - The delivery date of Goods;
 - Procedures for returning the Goods;
 - Maximum retail price of the Goods; and

- Warranty of Goods and exchange/ replacement of Goods in case of defect. Provided that no consumer shall, in pursuance of a sale, make any claim that is not consistent with claims authorised by the Company.
- That the Company and Direct Seller shall take appropriate steps to ensure the protection of all private information provided by a Consumer. That the Direct Seller and Company shall be guided by the provision of the Consumer protection 1986.
- The Company shall ensure that the Consumer receives an invoice for the Goods purchased.