

TERMS AND CONDITIONS FOR DIRECT SELLER

These terms and conditions are conditioned in accordance with of model guidelines on direct selling issued by the Govt. Of India, Ministry of Consumer Affairs, Food & Public Distribution. Department of Consumer Affairs Vide F.No.21/18/2014-IT (Vol-II) dated 9th September 2016 and supersedes any prior terms and conditions, discussions or agreements between Company and direct seller.

The application intending to become direct seller shall go through these terms and conditions and if he/she agrees and accept these. He/she shall append his signature in the column provided here under as token of his/her acceptance. Choosing the sponsoring and consent to join the group is exclusive decision of applicant. There is no role or any suggestion of the company in taking such decision by the applicant. Further there is no any charge for becoming a direct seller of the company. The company exclusively uses its website, message, chat system to communicate and display details of the product and clear communication with the client for the product detail, marketing methods, plans, sales incentives and business monitoring etc.

Most Important terms, conditions and procedure (DEFINITION used here has meanings set forth below):

'Net Work of Direct Selling' shall means any system of distribution or marketing adopted by direct selling to undertake direct selling to undertake direct selling business and shall include the multi-level marketing method of distribution of goods and services.

'Direct selling entity' means an entity which sells or offers to sell goods or services through a direct seller. The company M/S AUMBHARAT PRIVATE LIMITED is the direct selling entity. The company is responsible directly for all publication, literature, marketing plan etc. of the company for all offence and related documents printed.

'Direct seller' means a person (Individual Indian Citizen only) appointed or authorized directly or indirectly by a direct selling entity to undertake direct selling business on the basis of product that against a value.

'Direct selling' means marketing, distribution and sales of goods or providing of services as a part of network of direct selling.

'Unique identification ID' means unique identification no issued by company to the direct seller as token of acceptance of his/her application for direct selling of goods and service of the company. No communication will be entertained without unique ID and password. Direct seller shall preserve the unique ID and password properly as it is 'as it's the key to enter into our online information system.

'cooling-off-period' The duration of time counted from the date when the direct seller and the direct selling entity enter into an agreement and ending with the date on which the contract is to be performed and which direct seller may repudiate the agreement without being subject to penalty for breach of contract.

'online information system' means a website in which you have to open the site name in of browser and put their ID and password there to get access all information related to his/her. He / She can directly connect with mails or can get all helps from our chatting system present in our site <https://www.aumbharat.in>. Some delay may be there for short term of period in case of any problem. He / She will be fully supported and interacted by our team as per norms.

THE APPONTMENT AND UNDERSTANDING

1A) The company upon security and verification of the Application may register the Application as 'Direct Seller' for the goods / product of the company. The Company shall be at liberty to accept or reject the application at its discretion without assigning any reason whatsoever. Allotment of password and Unique ID by the company shall be construed as the region of direct seller. The application here by covenants under.

A) That he has clearly understood the marketing methods/plan, the incentive plan, its incentive plan, its limitations and terms & conditions He/she agrees that he/she is not relying upon any misrepresentation or fraudulent inducement or assurance or commitment that is not set out in terms and conditions/marketing plan/incentive plan or any other officially printed or published materials of the company.

B) Relation between the company and direct seller shall be governed, in addition to these terms & conditions, by the rules and procedure mentioned in the marketing plan available on website or provided by the company in any manner. The Direct seller further conforms that he/she has read and understood the terms & conditions carefully and agrees to bound by them.

C) Direct seller is an independent contractor and nothing contained in these terms & conditions shall be construed to.

1) Give any party the power to direct and control the day-to-day activities of the other.

2)Constitute the parties as partners, joint ventures, co-owners.

3)Allow Direct to create or assume any obligation on behalf of Company for any purpose whatsoever.

D) Direct seller is not an employee of company and shall not be entitled to any employee's benefits. Direct seller shall be responsible for paying all taxes whether direct or indirect including but not limited to Income Tax. GST service tax

and other taxes chargeable to Direct Seller on amounts earned hereunder. All legal goods financial and other obligation associated with Direct Seller's business shall be the sole responsibility of Direct seller.

E) It is made and understood in very clear terms that Direct seller is not an Agent. Employee nor an authorized representative of the Company or its service providers. He is not authorized to receive/accept any amount/payment for and behalf of Company and payment received by him/her from any part shall not be deemed to be received by the Company.

F) Direct seller hereby declare that all the information furnished by him/her are true and correct. Company shall be at liberty to take any action against the Direct seller in case it is discovered at any stage that the Direct seller has furnished any wrong /false/misleading information to the company or other direct sellers.

G) If any relative as defined under the provision of Income Tax Act, 1961 or defined under the provision of companies Act, 2013 of existing direct seller desired to become direct seller than he/she shall disclose the relationship with existing direct seller to the company. It is company's sole discretions to accept or reject the application of such relative.

1B) The direct seller shall enjoy the following privileges.

- 1) Incentive for effecting sale of good/ products of the Company as marketing plan.
- 2) No territorial restriction to sale the goods/products in India.
- 3) Search and inspect his/her account on website of the Company through the Unique ID and password awarded by the Company.
- 4) Incentive of the Direct Seller shall be in proportion to the volume of performance by the Direct seller either by personal effort team as stipulated in the marketing plan of the Company.
- 5) The direct seller shall to a cooling off period of 45 days from the date of acceptance of this terms and condition without any punishable clause.
- 6) The Direct seller shall have the option to return the currently marketable goods purchased by him/her within 30 days from the date of the purchase. Such return shall be governed by the return published on the website of the company.

OTHER GENERAL TERMS AND CONDITIONS

A. General Duties

1. Direct Seller shall use his/her best efforts to promotion the sale of goods and maximize them. Direct Seller shall also provide reasonable assistance to Company in promotional activities. Direct Seller will assist the company by taking part in all promotion events, use the marketing inputs judiciously for maximizing orders or the Company. Direct seller shall offer accurate and complete explanation and demonstration of goods and services, Price, payment terms, return policies etc. to a prospective consumer. He/she shall also take care for all obligations; provisions, terms conditions etc. of the model guideline on direct selling issued by the Govt. of India, Ministry of Consumer Affairs, Food & Public Distribution Department of Consumer Affairs vide F. No. 21/18/2014-IT(Vol-II) dated 9th September 2016.

2. The Company reserve its right to withheld/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 including but not limited to his/her Pan Card details.

3. In case the Direct Seller losses his contractual capacity due to any reason or in case of death of the Direct Seller, either his nominee or one of the legal heir with the written consent of all the legal heirs may join the Company as Direct Seller in place of the deceased provide he applies in prescribed form and undertakes to abide all rules and regulations, terms and condition etc. in same manner as that of original Direct Seller. In case of failure to arrival at such consent within six months from the date of death of the Seller or losing his/her contractual capacity. the Company Shall be at liberty to terminate the Unique ID for this period the Company will keep his/her Unique ID in abeyance.

4. Direct Seller shall be sole responsible for all the arrangements, expenses, permission from local authorities compiling, with rules of Central Government, State Government, Local body or any other Government body for the meeting and seminars or any other event conducted by Direct Seller.

5. Direct Seller is prohibited from listing, marketing, advertising or selling any product or the business opportunity on any website/online portal/mobile application /online form/ or any other manner that offers like auction as a mode of selling.

6. The Direct Seller hereby undertakes not to compel or induce or mislead any person with any false statement/promises to products from the Company or to become Direct Seller of the Company.

B. Modification of The Terms and Conditions

Notwithstanding anything stated or provided herein, Company reserve the complete and unfettered rights and discretion to modify, amend, alter or very the terms and condition, products, marketing plan, business and any other policies at any time without any prior notice. Modification shall be published through the official website of the Company or any other mode as company may deem fit and proper and such amendment/modification shall be applicable and binding upon the Direct Seller from the date of such modification/notification. If the Direct Seller does

not agree to such amendment, he/she may terminate his/her direct seller ship within 45days of such publication.by giving a written notice to the Company to such effect. Without any objection to such modifications. If Direct Seller continues his/her activities. It shall be deemed that he/she has accepted all modification and amendment in terms and conditions.

C. Sole Compensation (Sales Incentive)

The Company shall pay to Direct Seller sales incentive as prescribed in marketing plan. The sales incentive will be subjected to the relevant taxes as applicable. The Company reserves its right to receive the rate of sales incentive from time to time. The Company does not guarantee/assure any particular or fixed facilitation fees or fixed income to Direct Seller.

D. Indemnification by Direct Seller

The Direct Seller hereby indemnify the company, its employee, director, agents, and each of their Affiliates (the 'Indemnified Persons') against, and agree to hold them harmless from, any and all damages(including without limitation, reasonable expenses of investigation and reasonable expenses of investigation and reasonable attorney's fees and expenses in connection with any action, suit or proceeding) (hereinafter referred to as "loss") incurred or suffered by the Indemnified Persons and arising out of or relating to any misrepresentation, negligence, malfeasant acts or breach of warranty or any breach of any covenant or agreement made or to be performed by the direct seller pursuant to these terms and conditions.

E. Additional Responsibilities of Direct Seller

1. Expense of Doing Business

Direct Seller shall bear the cost and expanse of conducting its business in accordance with terms and conditions. The company will not entertain any reimbursement on any expense made by the Direct Seller other than sales incentive earned by the Direct Seller as per Marketing Plan.

2. Use of marketing Material with prior permission

Use of company logo, product logo, any advertising / promotion / marketing activity conceived originally by the Direct Seller shall be first approved in writing by the company before being used/implemented.

3. Customer Complaints

Direct Seller shall notify the Company of any Customer's complaints regarding either products or the services by the direct sellers and immediately forward to Company the information regarding those complaints.

4. Non-Complaints

During the term of association

During the term of association as direct seller with Aumbharat Pvt. Ltd. Direct Seller shall and /or his/her relative as defined under these terms and conditions else ware not represent, promote or otherwise try to do direct selling activities that, in Company's judgment, complete with its direct selling activities.

After the termination

For a period of [12 moths] after the Direct Seller is no longer in arrangement with the Company, the Direct Seller or through his relative will not, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, distribute, sell, offer to sell, or solicit any order for the purpose or distribution of any products or services which are similar to those distributed, sold or provided by the company.

TERMINATION AND CESSATION

The Company Shall be at complete liberty to terminate the direct seller ship in occurrence of any of the following event: -

- 1) Where a direct seller is found to have made no purchases by himself/herself of goods and services for a period of 3months since the date of joining the direct seller ship or where there are no purchases by himself/herself of goods or services for a continuous period of 6 months since the date of last purchase made.
- 2) Where a direct seller failed to comply with any terms and conditions.
- 3) Where information given by direct seller found wrong/false/misleading.
- 4) Where direct seller migrates to the other country.
- 5) Where direct seller is convicted of an offence punishable imprisonment of whatever term.
- 6) Where direct seller resigns voluntarily.
- 7) Where company deem it necessary to terminate the direct seller in the interest of company's business or in the interest of others direct sellers connected in his/her group/terms
- 8) All Company's trademarks tradename, data, photographs, and sale aids, all kind of customer related database and any other generated shall always remain the property of company. within five (5) days after termination of direct seller ship, Direct seller shall return all such items to company. Direct seller shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of direct seller ship, direct seller shall cease to use all trademarks, marks and trade name of company.

9) The company is free to review the performance of direct seller at timely intervals. Any Direct Seller not performing to the full satisfaction of the company in terms of securing new orders in in compliance of company's policies and terms and conditions is liable to be terminated.

CONFIDENTIALITY

Direct seller acknowledges s that by reason of its relationship to Company hereunder, it will have access to certain information and materials concerning Company's business plans, customers, technology and products/services that is confidential value to Company. Which value would be impaired if such information were disclosed to third parties. Direct Seller agrees that it shall not use in any way for its ow account or the account of any third party nor disclose to any third party, any such confidential information revealed to it by the company.

Company shall advice Direct Seller whether or not it considers any particular information or materials to be confidential. Direct Seller shall not publish any description of the Products/Services beyond the description published by Company and without the consent of the Company. In the event of termination, there shall be no use or disclosure by Direct Seller of any confidential information of the Company.

RECOURSE AND JURISDICTION

The terms and condition stipulated in the forgoing paragraphs shall be governed in accordance with the law in force in India. Subject the Arbitration Clause of these terms & condition. all Disputes, either civil or criminal in nature, shall be subject to the exclusive jurisdiction of the court in Berhampur Odisha only and nowhere else.

DISPUTE RESOLUTION AND ARBITRATION

If any dispute arises between the Parties in connection with or relating to these terms & conditions, including the validity, interpretation, implementation, termination, or alleged material breach of any provision thereof, the Parties here to shall endeavor to settle such dispute amicably. In the event any dispute amicably. In the event any dispute is not amicably settled within a period of 30 (thirty) days after any Party has given notice to the other Parties of such dispute and requiring an amicable settlement there of the same shall be, at the request Party, settled by arbitration.

Any arbitration in these terms & condition shall by a sole Arbitrator appointed mutually by all disputing Partiers or in case of disagreement as to the appointment of the sole Arbitrator by a panel of three (3) Arbitrators of which the Company shall appoint one (1) Arbitrator the direct Seller shall appoint the second Arbitrator and the third Arbitrator shall be appointed by two appointed Arbitrators. The Arbitrator may also award Costs.

The Arbitration proceedings shall be held in Berhampur, Bhubaneswar, Odisha, India The Arbitration proceeding shall be governed by the laws of India. The proceedings of arbitration shall be substantiated in writing. The Arbitrator may also award costs. Any description of the arbitrators will be final. Binding and incontestable. The Parties agree that shall have any right to commence or maintain any suit or legal proceedings (other than for interim or conservatory measures) until the Dispute has been determined in accordance with the arbitration procedure provided herein and then only for enforcement of the award rendered in the arbitration .Judgement upon the arbitration award may be rendered in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an ordered of enforcement as the case may be. The particles hereby waive any application or appeal to any court of competent jurisdiction to the fullest extent permitted by law in connection with any question of law arising during the course of arbitration or any award made.

SOLEMNLY AFFIRM AND DECLARE AS FOLLOWS

That I have read and understood the terms and conditions for appointment of Direct Seller of the Company.].

I have also gone through the Company's official website, printed materials brochures and convinced about the business and convicted about the business and I have applied to appoint me as a direct seller on my own knowledge.

I declare that I have not been given any insurance or promise or promise or inducement by the company or its directions in Director in regards to any fixed income incentive, prize or benefit on account of the products purchased by me.

I have clearly understood that eligibility of income exclusively depends on my performance in business volume as per the business plan. I further agree that company reserve the rights to change the business plan without any prior notice. I undertake not to miss guide or induce dishonesty anybody to join the Company.

I hereby agree and adhere to the terms and conditions as stipulated along with application form and as mentioned above to agree to purchase the products as consumer/to do the direct Seller activities.

I hereby agree to submit all disputes to arbitration as provided in the terms and condition of the Company.

Signature|

Name _____

Signature _____

Name _____

Signature _____

Applicant Signature| _____

Date / Time / Place _____