



सत्यमेव जयते

INDIA NON JUDICIAL

T-Vikal

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL48470500543302W
Certificate Issued Date	: 23-Feb-2024 01:12 PM
Account Reference	: IMPACC (IV)/ dl919603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL91960358149205318744W
Purchased by	: KHUSHBOO
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: KHUSHBOO
Second Party	: MONIKA CHATURVEDI
Stamp Duty Paid By	: KHUSHBOO
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

DIRECT SELLING / RESELLING / M.L.M. JOINING AGREEMENT

This agreement for becoming seller / reseller / distributor and for joining MLM business of Vihaan Direct Selling India Pvt. Ltd., / associated firms, is made and executed at New Delhi on date mentioned above, by and between

Sign / T.I. of First Party

Print SL. No. 1483/2024

Sign / T.I. of Second Party

Notary SL. No. _____

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilastamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Khushboo, C/o Sh. Mishrilal, R/o L-1st-1823, Gali No. 5, Sangam Vihar, Deoli, South Delhi 110062, hereinafter referred to as “**First Party**”, which expression shall mean and include its successors, legal heirs, representatives, attorneys and permitted assigns etc;

AND

Monika Chaturvedi, C/o Sh. Dinesh Chaturvedi, R/o Prathvipur, Bhonakpur, Etawah, UP 206126, hereinafter referred to as “**Second Party**”,

AND WHEREAS the second party is existing “**Independent Distributor**” of “**Vihaan Direct Selling India Pvt. Ltd.**”, (a Company incorporated in India with limited liability), referred to as “**Company**” hereinafter in this agreement, an independent Indian franchisee of Hong Kong based company QNet Limited, referred to as “QNet Limited” hereinafter in this Agreement.

AND WHEREAS the Company is engaged in business of selling various products and services, details and prices of which are available on website, through Independent Distributors, who are authorized by the Company for promoting, marketing and selling of products directly or by way of Multi-Level Marketing, hereinafter called “**business**”.

AND WHEREAS the first party, after understanding the details of business, wants to become an Independent Distributor of the Company and has accordingly executed this agreement in line with Direct Selling Guidelines & Company policy.

NOW THEREFORE, both the parties have entered into this agreement with mutual consent, without any force, misrepresentation, pressure, fraud, or coercion and agree to adhere to all the terms and conditions contained in this agreement.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. **Payment** - The first party has paid an amount of Rs. 1,60,000/- (INR One Lakh Sixty Thousand only) to second party for further payment to Company to purchase products selected by first party, **as products can be purchased only through existing Independent Distributor of the Company.**
2. **Usage** - Products purchased by second party for first party, to make the first party an Independent Distributor, are for personal use only & cannot be resold / transferred.
3. **Refund policy & Cooling Off Period** - The first party understands that refund for purchased products shall be strictly as per refund policies of Company and it shall be the responsibility of first party to complete all refund formalities. Refund is to be claimed by first party from Company only. The cooling off / refund period is 30 days for national & 7 days for international purchases (meaning purchases from other related QNET Limited retail overseas websites) from the actual date of purchase, **irrespective of date of delivery.** Charges like Bank charges, difference in Forex price etc. shall be deducted from the refund amount by company & Bank.

4. **Mode of Purchase** - The first party has selected products but since products can be purchased only through existing Distributors, the first party has transferred the price of selected products to the account of second party. The second party shall transfer the same to Company either directly or through some senior member of business / MLM Chain or through any website (eg. **smazing**) where Company's products are available for sale and the same has been done with the consent of the first party. To make the said payment of to the company, the second party or other senior members may transfer money OR use cash coupons for purchasing the products selected by first party. Transfer of money to the Company in said manner has been done with knowledge and consent of the first party.
5. **Transfer of Money** - The first party has transferred money to the account of second party towards cost of products and legal documentation only. There are no additional charges like training, system card, documents, and books etc. First Party has been told and accepts that as per business model of the Company, purchases can be made only through an existing distributor of the Company.
6. **Refund & Liability** - The first party understands that it cannot demand any refund directly from second party and can claim refund only from the Company as per Company's policies or QNET Ltd. retail website policies, as applicable. The second party shall not be responsible or liable for eliciting any refund and first party accepts the same. In case any such demand is made by the first party from the second party by way of message, call, chat, complaint or otherwise, or any defamatory or accusive social media post or message or video is uploaded or created by the first party against second party or the Company, the first party agrees to pay an amount of one lakh as damages to second party on demand.
7. **Indemnification** - The first party indemnifies the second party and other members in the network from any claim against the company or products. In case any payment is made by the second party to the first party on account of any complaint / threat / pressure / force or through any police action, the second party shall be entitled to recover the same through court of law. The liability arising out of any such payment shall be over and above the amount of damages agreed in para 6 above.
8. **Undertaking** – Both parties confirm to desist from indulging in any fraudulent activity, false or misleading representations, or misleading anyone about the direct selling business, or about the goods and services being sold by the Company and agree to refrain from mis-selling of products and services to customers.
9. **Engagement** - The first party agrees to engage in **Direct Selling / Promotion / Marketing of products** and services offered by the Company. The first party understands that this is not an employment agreement. The first party shall only be eligible for compensation / payout as per payment plans available in the Company policies and procedures, understood, and accepted by the first party. First party confirms to adhere to Direct Selling Guidelines & Rules applicable to this business.

10. **Purpose of this Agreement** – The first party has executed this agreement to join the business of the Company as a new Independent Distributor for promoting, marketing, and selling Company's products and services. First party assures to follow all laws and direct selling guidelines.
11. **Method of Execution** – This agreement has been executed by both the parties mutually. The mode of executions may be through exchange of emails between the parties or through physical signatures, as may be suitable and convenient to both the parties. Both parties confirm to have carefully read all the terms and conditions of this agreement and have agreed to execute this agreement as acceptance to all terms and conditions contained in this agreement.
12. **KYC** - That the first party undertakes to complete **KYC** requirements on the website of the Company and agrees to adhere to Company policies and procedures, copy of which is available with the first party. The first party shall adhere to the work ethics and code of conduct as contained in the Company policies and procedures, which the first party confirms to have read in detail and understood and undertakes not to misrepresent the Company or its products or to indulge in any unfair practices for selling the products / services offered by the Company.
13. **Jurisdiction** - All discussions between parties to this agreement have been done between the parties and other members, who collectively work under Association named "**QNet and Vihaan Distributors Welfare Association**", having office in New Delhi. First party has decided to join the business on basis of said discussions only, therefore, both parties mutually agree that this agreement and disputes / complaints and claims etc. arising or claimed to be arising out of this agreement shall be subject to Jurisdiction where the office of the aforesaid association is located. Further, if first party wants refund of money after the refund period has expired, it can do so by filing complaint with Consumer Court and prove issue with pricing / quality and seek refund on these grounds or other grounds from Company only.

IN WITNESS WHEREOF, BOTH PARTIES HAVE EXECUTED THIS AGREEMENT IN PERSON / THROUGH EMAIL EXCHANGE. THE AGREEMENT HAS BEEN READ OVER AND EXPLAINED TO PARTIES IN LOCAL LANGUAGE AS WELL.

WITNESS

(FIRST PARTY)

(SECOND PARTY)