**SAYANTAN TAPADAR, BERHAMPORE** hereinafter referred to as “**First Party**”, which expression shall mean and include its successors, legal heirs, representatives, attorneys and permitted assigns etc;

AND

**BHAGWAN SHIVA, KAILASH** hereinafter referred to as “**Second Party**”, AND WHEREAS the second party is an 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, having been explained the details of the business, has shown interest to become an Independent Distributor of the Company and has willingly agreed to execute this agreement in line with the Direct Selling Guidelines and Company’s policies without any force / coercion / misrepresentation.

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

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

**• Payment - T**he first party has transferred an amount of **Rs.5 Lakh** (**Five Lakhs only**) to the second party. The transfer has been made for further payment to the Company for purchase of products & services (Vihaan direct selling India pvt.ltd & QNET Global) selected by the first party. The First Party is also interested to enroll as an Independent Distributor of the Company.

**• Usage -** The products have been selected by the first party and second party has purchased the same for the first party, being Independent Distributor of Company. The products are for personal use only and cannot be resold or transferred.

**• Mode of Purchase -** The second party shall transfer the cost of products selected by the first party to the Company either directly or through some senior member of the business 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 payment of products selected by the first party, the second party or other senior members shall transfer money as well as use certain 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 first party.

**• 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 admits that as per the business model of the Company, purchases can be made only by an existing distributor of the Company. The first party understands that all charges, except for legal documentation charges, are non-refundable.

**• Refund & Liability -** The first party assures the second party that it shall not demand any refund directly from the second party. The second party shall not be responsible or liable for making good or felicitating any such refund and the 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 shall be liable to pay an amount of five lakh as penalty and damages to the second party and first party accepts to pay the liability on this account to the second party on demand.

**• Indemnification -** The first party indemnifies the second party and other members in the network from any claim raised by it directly from second party. 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 itself or through attorney in court of law and first party indemnifies the second party on this account. The liability arising out of this account shall be over and above the amount of damages / penalty contained in para 6 above.

**• 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.

**• 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 agreement is not an employment agreement. The first party shall only be eligible for compensation / payout as per the payment plans available in the Company policies and procedures, understood and accepted by the first party. First party confirms to adhere to the Direct Selling Guidelines & Rules as applicable to the business.

**• Purpose of this Agreement** – The first party has executed this agreement to join the business of the Company as a new Independent Distributor by promoting, marketing and selling Company’s products and services. First party assures to follow all laws and direct selling guidelines.

**• 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 the case may be and as may be suitable and convenient to both the parties. Both parties have carefully read all the terms and conditions of this agreement and have agreed to execute this agreement as acceptance to all and everything contained in this agreement.

**• 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.

**• Jurisdiction** - All discussions between parties to this agreement have been done between the parties and other members, who collectively work under an Association named “**QNet and Vihaan Distributors Welfare Association**”, having office in the jurisdiction of PS Kashmere Gate in Delhi. The first party has decided to join the business on the basis of the 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 of PS Kashmere Gate only. Further, if first party wants refund of money after the refund period has expired, it shall file complaint with Consumer Courts and prove the issues with pricing/ quality and seek refund on these grounds from the 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)**