

AGREEMENT

This Agreement made and executed

Between

M/s. Amulya Herbs Private Limited, a company registered under the Companies Act, 1956 & having Corporate Office at Plot#293, Second Floor, Industrial Area Phase – 1, Panchkula, Haryana hereinafter referred to as “**Company/Direct Seller Entity**” (which expression shall mean and include their successors and assigns) of the ONE PART;

AND

Mr./Ms./Mrs. _____s/o/d/o/w/o _____resident of _____hereinafter referred to as the hereinafter referred to as “**the Direct Seller**” of the SECOND PART;

The terms “Company/Direct Seller Entity” and “Manufacturer” are hereinafter collectively referred to as “the Parties” and individually as “the Party”.

WHEREAS:

A. The Company is engaged into the business of Direct Selling through multi-level marketing and other business activities as stated in the Object Clauses of Memorandum of Association of the Company.

B. The Direct Seller has filed an application for appointment of a Direct Seller for the Company for sale of its Goods/Products to end users and the Company has accepted the application and agreed to appoint the Direct Seller for marketing and sale of its products on the following terms and conditions as agreed to herein.

In consideration of the foregoing and for consideration the Parties agree as follows:

1. Definitions:-

The following words used in these presents shall have the meaning as defined here under:

1.1 Direct Selling

Means marketing or sale of goods directly to the end user/ consumer either by oral publicity or display or demonstrations of the goods/products or by distribution of pamphlets.

1.2 Direct Selling Entity/Company

Means the Company namely Amulya Herbs Pvt. Ltd. having its registered office at _____, Chandigarh and the corporate office at Plot#293, Second Floor, Industrial Area Phase – 1, Panchkula, Haryana.

1.3 Direct Seller

Means a person competent to enter into contract as per “Indian Contract Act”, and who is authorized and registered as Direct Seller with the Company.

1.4 Consumer

Means a person who purchases goods or hires services for his/her own use /consumption and not for commercial purposes. The term ‘consumer’ shall have the same meaning as provided under the Consumer Protection Act, 1986.

1.5 Goods / Products

Means goods/products being manufactured and produced for sale by the Company and having the same meaning as defined in the Sale of Goods Act, 1930 and Section 3(26) of the General Clauses Act, 1897, is that, it shall include every kind of movable property other than actionable claims and money.

1.6 Sales incentive

Means amount of incentive payable to the Direct Seller for effecting sale of goods /products as stipulated in the contract between the Direct Seller and Direct Selling entity.

1.7 Unique ID /Track ID

Means unique identification number issued by the Company to the Direct Seller as token of acceptance of his/her application for appointment as Direct Seller of the goods/ products of the Company.

1.8 Password

Means unique code allotted to each Direct Seller to allow them to log on to their account created by the Company on its website.

1.9 Website

Means the official website of Company i.e. www.amulyaherbs.com.

2. THE APPOINTMENT AND UNDERSTANDING

2.1 Upon registration after scrutiny of the application, the Direct Seller shall be allotted password and Unique identification no. alongwith Identity card shall be provided to the Direct Seller. The Company does not charge any type of fee for the enrollment.

2.2 The Direct Seller shall enjoy the following privileges:-

- (i) Incentive for effecting sale of goods /products of the Company as per marketing plan(attached herewith as Annexure A).
- (ii) No territorial restriction to sale the goods/products.
- (iii) Search and inspect his account on website of the Company through password awarded by the Company.

3. The Direct Seller hereby covenants that as under:

(i) That he has clearly understood the marketing methods/plan, the compensation plan, its limitations and conditions. He agrees that he is not relying upon any misrepresentation/s or fraudulent inducement or assurance that is not set out in terms and conditions or other officially printed or published materials of the Company.

(ii) Relation between the Company and the Direct Seller shall be governed, in addition to this agreement, by the rules and procedure mentioned in the marketing plan, available on website. The Direct Seller further confirms that he has read and understood the terms & conditions carefully and agrees to be bound by them.

(iii) Direct Seller shall act as a freelancer and shall not commit any misfeasance or malfeasance to create any liability/obligation on the Company.

(iv) 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 provider. He is not authorized to receive/accept any amount/payment for and behalf of the Company and any payment received by him will not be deemed to be received by the Company.

(v) The Company may appoint any person for Collection/distribution services. Direct Seller is required to visit the Company's official website from time to time to get such appointment and avail facilities make payment and collect valid receipt and products from its outlet/collection centre.

(vi) The Direct Seller will be eligible for facilitation fees or income, as per the volume of sale of Products/Business done by him, subject to the eligibility norms formulated by the Company from time to time. The Company does not guarantee/assure any particular or fixed facilitation fees or income to the Direct Seller.

(vii) Track ID has to be quoted by the Direct Seller for all his/her transactions and correspondence with the Company. The track ID once chosen cannot be altered at any point of time. No communication will be entertained without unique ID and password.

(viii) No communication will be entertained without unique ID and password by the Company. Direct Seller shall preserve the ID and Password properly as it is "must" for logging on to website.

(ix) Commission/income to the Direct Seller shall be subjected to statutory deductions as applicable.

(x) The Company reserves 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 Pan card details.

(xi) Direct Seller undertakes to adhere for policies, procedures, rules and regulations formed by the Company.

(xii) The Direct Seller shall be faithful to the Company and shall uphold the integrity and decorum to the Company and shall maintain good relations with other Direct Seller and their clients.

(xiii) Company reserves the rights to modify the terms and conditions, products, plan, business and policies at anytime. Modification shall be published through the official website of the Company and such modification/amendment shall be applicable and binding upon the Direct Seller from the date of such notification.

(xiv) In case of death of Direct Seller either his nominee or one of the legal heir with consent of all the legal heirs may join the Company as Direct Seller in place of the deceased provided he applies in prescribed form and undertakes to abide all rules and regulations, terms and conditions etc. in the 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 Direct Seller, the Company shall be at liberty to terminate the ID. For this period the Company will keep his ID in abeyance.

(xv) If any Direct Seller loses his contractual capacity due to any reason such as lunacy, bankruptcy or sentenced to imprisonment or any other legal embargo is created, his Direct Seller ship shall stand terminated.

(xvi) Direct Seller shall have to follow all statutory laws, rules and regulations in operation of their business. Direct Seller shall not engage in any deceptive or unlawful trade practice as defined Statute.

(xvii) Direct Seller shall not manipulate the company's marketing plan or product's rate, B.V. etc., in any way.

(xviii) Direct Seller shall not send, transmit or otherwise communicate any messages to anybody on behalf of the Company without any authority from the Company.

(xix) Direct Seller or any other person under him is strictly prohibited to use Promotional Material, developed by the Company for any purpose other than the sale marketing and promotion of the Goods/Products of the Company.

(xx) Direct Seller shall not use the company trademark, logotype and design anywhere without written permission from the Company. Said permission can be withdrawn at any time by the Company.

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

(xxii) Direct Seller or his/her relatives (relative means dependent son or daughter, father/mother, spouse) shall not engage in any activities of Multi Level Marketing of any other Company/person. If it is found then such Direct Seller shall be terminated.

(xxiii) Direct Seller is prohibited from listing, marketing, advertising, promoting, discussing, or selling any product, or the business opportunity on any website or online forum that offers like auction as a mode of selling.

(xiv) The Direct Seller hereby undertakes not to compel or induce or mislead any person with any false statement /promise to purchase products from the Company or to become Direct Seller of the Company.

4. Certain obligations of the Direct Seller:

- i. Direct Seller engaged in direct selling shall carry his identity card and not visit the customer's premises without prior appointment/approval;
- ii. At the initiation of a sales representation, without request, truthfully and clearly identify themselves, the identity of the Direct Selling Entity/Company, the nature of the goods or services sold and the purpose of the solicitation to the prospective consumer;
- iii. Offer a prospective consumer accurate and complete explanations and demonstrations of goods and services, prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service;
- iv. Provide the following information to the prospective consumers at the time of sale, namely:
 - a) Name, address, registration number or enrollment number, identity proof and telephone number of the direct seller and details of direct selling entity;
 - b) A description of the goods or services to be supplied;
 - c) Explain to the consumer about the goods return policy of the company in the details before the transaction;
 - d) The Order date, the total amount to be paid by the consumer along with the bill and receipt;
 - e) Time and place for inspection of the sample and delivery of good;
 - f) Information of his/her rights to cancel the order and / or to return the product in saleable condition and avail full refund on sums paid; g) Details regarding the complaint redressal mechanism;
- v. Direct seller shall keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him/her, in such form as per applicable law. \
- vi. Direct Seller shall not:
 - a) Use misleading, deceptive and / or unfair trade practices;
 - b) 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;

- c) Make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled;
 - d) Present any advantages of Direct Selling to any prospective direct seller in a false and / or a deceptive manner;
 - e) Knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the Direct Selling operation, including remuneration system and agreement between the Direct Selling entity and the direct seller, or the goods and / or services being sold by such direct seller which is false and / or misleading;
 - f) Require or encourage direct sellers recruited by the first mentioned direct seller to purchase goods and / or services in unreasonably large amounts;
 - g) Provide any literature and / or training material not restricted to collateral issued by the Direct Selling entity, to a prospective and / or existing direct sellers both within and outside the parent Direct Selling entity, which has not been approved by the parent Direct Selling entity;
 - h) Require prospective or existing direct sellers to purchase any literature or training materials or sales demonstration equipment.
 - i) The Direct Seller is required to take prior approval from the Company to use or produce any literature other than company produced literature relation to the products, company or compensation plan. In case of any contravention of rules, regulations and bye laws of this Agreement or deviating from the Company's compensation plan, rules, regulation, policies and procedures or causes any lawful loss to the Company shall make this agreement liable for termination with immediate effect and the Company shall have the right to file appropriate civil or criminal proceeding against him/her as the case may be.
 - j) Direct Seller shall not sell any product of the Company for the price exceeding MRP.
 - k) During the subsistence of this Agreement, the Direct Seller shall not become a direct seller for any other direct selling entity.
 - l) The Direct Seller agrees for use his name and photo for promotions/ demonstration or advertisement purposes and shall not i n any event claim or ask for compensation in any form, for the same.
 - m) The Company shall deduct the TDS charges/Service tax (if applicable) from the incentive to be made to the distributor as per the Government rules.
6. Direct Seller understands that Company shall not be responsible for withholding or collection and remitting of any taxes unless required by statues and regulations or by express collection agreement with the relevant authority.

7. The Direct Seller shall provide information upon purchase of Goods of the Company which shall contain:
 - (a) the name of the purchaser and seller;
 - (b) the delivery date of goods or services;
 - (c) procedures for returning the goods; and
 - (d) warranty of the goods and exchange / replacement of goods in case of defect.

Provided that no Direct Seller shall, in pursuance of a sale, make any claim that is not consistent with claims authorized by the Direct Selling Entity/Company.

8. Duty and Confidentiality

Parties shall keep and maintain secrecy and confidentiality about the information for which they are obliged and expected to keep secret and not disclose anybody other than the persons to whom is reasonably expected to be disclosed.

9. SPECIAL CONDITIONS

Notwithstanding anything stated or provided herein, the Company shall have all powers and discretion to modify, alter or vary the terms and condition in any manner it deems fit and shall be communicated through official website or other mode as the Company deems fit and proper. If any Direct Seller does not agree to such amendment, he may terminate his agreement within 45 days of such publication by giving a written notice to the Company. Without any objection to such modifications /alterations, if Direct Seller continues his activities, it will be deemed that he has accepted all modifications and amendments in the terms & conditions for future.

10. Cooling off Period:

It is agreed that the Direct Seller may within a period of 30 (Thirty) days from the date of this Agreement, decide that it wishes to surrender its appointment as a Direct Seller and shall inform the Company in writing for termination of his appointment. In such an event only, the Company shall be obliged to take back goods/products so provided to the Direct Seller, provided the goods are in a marketable/saleable condition with seal intact and the Company shall refund the amounts paid by the Direct Seller upon deduction of 10% (Handling Charges) for such goods returned in good and marketable condition within the aforesaid period of 30 days.

11. The Direct Seller shall not assign its rights and obligations under this agreement.

12. TERMINATION

- 12.1 Company may terminate this agreement for any reason not limited to;

Pursuant to the provision to the marketing plan.

- (i) For reason of non-performance upon providing a notice of 30 days where the Direct Seller has failed to make sales for a period upto two years and/or for a period of 2 years from the date of last sale.
- (ii) Any unethical and prejudicial work to the interest of the Company.
- (iii) For the breach of any terms and conditions of this agreement and marketing plan.
- (iv) Information given by Direct Seller found wrong/false.
- (v) In convicted of an offence punishable imprisonment of whatever term.
- (vi) Is declared bankrupt.
- (vii) Is not mentally sound to handle the business.
- (viii) Migration to another country.
- (ix) Has made no sales in the last two years

12.2 The Direct Seller may terminate this agreement at any time by giving a written notice to the Company .

12.3 Upon termination, the Company may allow buyback/repurchase policy of the goods currently in a a marketable/saleable condition with seal intact and the Company shall refund the amounts paid by the Direct Seller upon deduction of 10% (Handling Charges)/VAT Deducted) for such goods returned in good and marketable condition.

12.4 Termination of this Agreement means termination of

- (i) All rights and entitlements as a Direct Seller of Company.
- (ii) Personal information given on website of Company.
- (iii) Identification as a Direct Seller of Company.
- (iv) Right to go at any office and attend meetings/seminars of Company.

13. FORCE MAJEURE

The Company shall not be liable for any failure to perform its obligations where such failure has resulted due to Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities(whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, any type of redirection by Government (Central and / or State), Local Authority etc.

14. Direct Seller, hereby declare that all the information furnished by him is true and correct. Company shall be at liberty to take any action against the Direct Seller in

the event, it is discovered that the Direct Seller furnished any wrong/false information to the Company.

15. RECOURSE AND LEGAL APPLICABILITY

The terms and conditions stipulated in the forgoing paragraphs shall be governed in accordance with the law in force in India. Disputes, either civil or criminal in nature, shall be subject to the exclusive jurisdiction of the courts in Panchkula, Haryana only and nowhere else.

16. SMS ALERTS

The Direct Seller agrees to receive the SMS Alerts from the Company on Mobile No. Mentioned/ quoted while filling the online application form and will not object even if they are received despite of DND activated. Direct Seller Shall intimate the Change in mobile No. (If Any)

17. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of document, shall also constitute effective execution and delivery of this Agreement to the parties and may be used in lieu of the original Agreement for all purposes.

In WITNESS where of both the parties here to have agreed and executed this Agreement on the day, month, year as above.

Company

Direct Seller