



# DIRECT SELLER AGREEMENT

This agreement is made and execute BETWEEN **M/S. Renatus Wellness PVT. Ltd.**, a Company incorporated under the Companies Act, 2013, (CIN No. U74999KA2018PTC1 14470) and having its Registered and Corporate Office 40, Santoshanilaya, Ves Convent School Road, Garvebhavipalya, Bangalore South, Bommanahalli, Bangalore-560068, Karnataka, India, hereinafter referred to as "The Company". AND Mr./Mrs. .... S/O W/O/D/O .....Residing at. hereinafter referred to as the 2nd Party (which expression shall mean and include its successors in title) of the other part. Hereinafter the above parties would be collectively referred to as the parties. The Company is engaged into the business of direct selling through multi-level marketing and in other business activities as stated in the Object Clauses of memorandum of Association of the Company. Further, the Company exclusively Uses its website to display the detail of the products, marketing methods and business monitoring. It Uses verbal publicity to promote its business.

## DEFINITIONS:-

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

- DIRECT SELLING** Means marketing or sales of goods directly to the end user / consumer either by oral publicity or display or demonstrations of the good/products or distribution of pamphlets.
- DIRECT SELLER** Means a person competent to enter into contract as per "Indian Contract Act", and who is authorized and registered as direct seller.
- DIRECT SELLING ENTITY** Means an entity not being engaged in a pyramid scheme, which sells or - offer to sell goods or services through a direct seller.
- CONSUMER** Means a person who purchases good or hires services for consumption and not for commercial purposes. It shall have the same meaning as provided under the Consumer Protection Act, 1986.
- GOODS/PRODUCTS** Means goods/products 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.
- 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.
- UNIQUE ID /TRACK ID/ IRD NO/USER ID** Means unique identification number issued by the Company to the Direct Seller as token of acceptance of his/her application for Direct Selling of the goods/products of Company.

## 1. THE APPOINTMENT AND UNDERSTANDING

- Company upon scrutiny and verification of the Application may register the Applicant as "Direct Seller" to Direct Selling the goods/products of the Company. The Company shall be at liberty to accept or reject his/her application at its discretion.
- The Direct Seller shall enjoy the following privileges:-
  - Incentive for effecting sale of goods/products of the Company as per marketing plan,
  - No territorial restriction to sale the goods/products,
  - Search and inspect his/her account on website of the Company through password provided by the Company,
  - Earnings of the Direct Seller shall be in proportion to the volume of performance by the Direct Seller either by his/her personal efforts or through team as stipulated in marketing plan of Company.
- An individual, upon appending his/her signature at the bottom of these presents, shall be deemed to have accepted the terms and conditions stipulated herein. Upon registration after scrutiny of the application, he/she shall become the direct seller of the Company. Allotment of password and ID shall be construed as registration as direct seller. The applicant hereby covenants that as under.
  - That she/he has clearly understood the marketing methods/plan, the compensation plan, its limitations and conditions. He/she agrees that he/she 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.
  - 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/she is not authorized to accept/receive any amount/payment for and behalf of the Company and any payment received by him/her will not be deemed to be received by the Company.
  - 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 the event, it is discovered that the Direct Seller furnished any wrong/false information to the Company.

## 2. GENERAL TERMS

- The Company may appoint any Third party 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 outlets/collection/delivery centres.
- Track ID has to be quoted by the Direct Seller in 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.
- Direct Seller shall preserve the ID and Password properly as it is "must" for logging on to website.
- Direct Seller undertakes to adhere for policies, procedures, rules and regulation formed by the Company.
- If any Direct Seller loses his/her contractual capacity due to any reason such as lunacy, bankruptcy or sentenced to imprisonment or other legal embargo is created, his/her Direct Seller ship shall be continued through the person duly appointed by the competent Court.
- 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.
- Direct Seller shall not manipulate the marketing plan or product's rate, CC, etc., in any way.
- Direct Seller and/or any other person under him/her is strictly prohibited to use Promotional Material, other than developed and authorized by the Company.
- Direct Seller shall not use the trademark, logotype and design of company and its brands anywhere without written permission from the Company. Said permission can be withdrawn at any time by the Company.

## 3. Prohibition

- 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 entity. If is found then such Direct Seller shall be terminated.
- 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 mod of selling.
- 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 be Direct Seller of Company.

## 4. DUTY AND CONFIDENTIALITY

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

**5. 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 the official website or other mode as the Company may deems fit and proper. If any Direct Seller does not agree to such amendment, he/she may terminate his/her agreement within 45 days of such publication by giving a written notice to the Company. Without any objection to such modification/alteration, if Direct Seller continues his/her activities then it will be deemed that he/she has accepted all modifications and amendments in the terms & conditions for future.

**6. REFUND/BUY BACK POLICY** - Direct Seller has the option of Buy back or full return of currently marketable goods and services purchased by him/her within 30 days from the date of purchase at Direct Seller's request at reasonable terms. The return of the products must be supported with bill of purchase. The purchaser should ensure that quality and condition of the product should be similar to the quality and condition, which was prevailed at the time of purchase. Such return shall be governed by the return policy published on website of the Company.

**7. TERMINATION OF DIRECT SELLER CONTRACT** - The Direct Seller may, without assigning any reason after giving written notice to first party, terminate this Contract with immediate effect and this contract would be terminated Automatically. First party shall also have the right to terminate this contract by giving written notice to the Direct Seller, where direct seller has found to have made no sales of goods or services for a period of up to TWO years since the contract was entered into, or since the date of the last sale made by the direct seller.

**8. RENEWAL/AGREEMENT PERIOD** - Direct Seller authorization shall continue for the first time till the end of March succeeding to the end of 12 months from the date of application form for Direct Seller by the Company. After this to continue the AUTHORISATION as Direct Seller of Company for next one year, the Direct Seller shall have to renew his/her authorization of Company Direct Seller on or before 31 st of March every year. In case of failure in submission of renewal application in prescribed period the AUTHORISATION shall be ceased automatically.

Renewal application is available on COMPANY website in personal information. Direct Seller has to apply for renewal through his/her personal information.

Company reserves the right to refuse any renewable request and can revoke any Direct Seller renewable application if, in Company's opinion, the activities of the Direct Seller are not in the interest of COMPANY or if the Direct Seller has failed to comply the rules, procedures, terms and conditions etc., during the twelve months.

The agreement of Direct Seller will automatically come to an end in case of non-compliance of renewable formalities.

**9. COOLING OFF PERIOD** - The cooling off period shall be for a period of 30 days from the date of acceptance of this Direct Seller application by 1st party within which period any new wellness advisor shall be entitled to terminate this Contract without penalty and be entitled to full refund of price of products or materials purchased from 1st party upon return of such products or materials in saleable condition.

**10. 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 any natural disaster), war, invasion, act of foreign enemies, civil war, revolution, insurrection, nationalization, government sanction, strike, lockout or interruption or failure of electricity, any type of redirection by Government, Local Authority etc.

## 11. RECOURSE AND LEGAL APPLICABILITY

I. The terms and conditions stipulated in the foregoing 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 Bareilly, Uttar Pradesh only and nowhere else.

II. If any dispute or difference arises out of or in relation to these presents, the same shall be referred to sole arbitrator appointed by the Company. Direct Seller shall not raise any objection, in case the Arbitrator so appointed any manner whatsoever. Arbitration in Such event shall be conducted as per "Arbitration and Conciliation Act, 1996" as amended from time to time. Venue of such Arbitration shall be in Bangalore and the language shall be English.

III. Company's liability, whether in contract, tort or otherwise arising out of or in connection with the agreement and/or relationship arising there from shall not exceed the lesser of a) actual damages or loss assessed by the arbitrator or anywhere dispute resolution mechanism adopted by the parties or; b) the total commission earned by the Direct Seller during six months of the date of dispute

**12. COUNTER PARTS** - The agreement is executed in original and duplicate. The 1st party shall retain the original and the 2nd party shall retain the duplicate.

**13. AMENDMENTS** - No amendment, deletion, addition or other changes in any provision of this agreement or waiver of any right or remedy, herein provided, will be effective unless specifically set forth in writing signed by the Parties to be bound thereby. No waiver of any right or remedy on one occasion will be deemed to be waiver of such right or remedy on other occasion. This agreement embodies entire understanding of the Parties as to its subject matter and shall not be amended except in writing executed by both Parties to this MOU.

**14. SEVERABILITY** - If any provision of this agreement is invalid, unenforceable or prohibited by law, this MOU shall be considered divisible as to Such provision and Such provision shall be inoperative and the remainder of this agreement shall be valid.

**15. GOVERNING LAWS & ARBITRATION CLAUSE** - This Agreement shall be subject to the exclusive jurisdiction of the courts in Bangalore, Karnataka. Any and all disputes, controversies, issues or claims that may arise between the Parties and which the Parties have not been able to settle in accordance with the provisions herein shall be submitted to arbitration. It is further agreed that the Indian Arbitration and Conciliation Act, 1996 and any statutory amendment or re-enactment thereof for the time being in force shall be applicable to such arbitration proceedings under the Agreement.

The dispute shall be referred to the Arbitration by a Sole arbitrator appointed mutually by the Parties who shall decide the matters and Such decision shall be binding on the parties to the dispute.

Each Party shall be responsible for its own legal costs and other costs such as travel and lodging during the course of arbitration. Only the common costs such as arbitrator's fees and venue expenses shall be shared equally between the two Parties. The Parties undertake and agree that all arbitral proceedings and any final decisions or award made thereto shall be kept strictly confidential.

All information, documentation, material, in whatever form disclosed in the course of such arbitral proceedings shall be used solely for the purpose of those proceedings WITNESS WHEREOF, the Direct Seller hereto has caused this Agreement in English and duplicate to be executed by him/herself as of the day first above written and on the Direct Selling Application Form.

NAME:

ADDRESS:

PHONE NUMBER:

DATE:

(SIGNATURE)