

DIRECT SELLER AGREEMENT

M/s Balaji Naturocare Pvt. Ltd. having its registered office at 610,Aviraj Pinnacle,Ahmedabad, a company duly incorporated and registered under the Indian Companies Act, 1956, DIRECT SELLING ENTITY, (hereinafter referred to as the **company**) is engaged in the business of selling/marketing the products either manufactured by itself under its own trademark and also of the renowned and branded companies under the agreement as a Licensee of their respective trademark which are displayed on its website www.BalajiNaturocares.com through online and offline on or below the MRP as mentioned therein.

WHEREAS the **DIRECT SELLER** who is already participating or intend to participate in a future in the direct selling network of the company for purchase/recommendation of the products mentioned thereof or the prospective buyer / direct seller / customer further intends to do the business activities of selling the products of the company, hereby agreed to do the same on the following terms and conditions which are to be complied by the existing as well as proposed Direct Seller:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The Direct seller and the company shall undertake to comply the guidelines issued vide F. No. 21/18/2014-IT (Vol-II) dated 9th September, 2016 by Department of Consumer Affairs (Ministry of Consumer Affairs, Food and Public Distribution, GOI) as DIRECT SELLING GUIDELINES, 2016 and notified as G.S.R. 1013(E) dated 26th October 2016 with its true spirit and object. Moreover, the instant agreement is being executed in a manner as per the stipulations envisaged under Section 10 of the Indian Contract Act, 1872.
2. The Direct Seller hereby confirms that he / she has entered into this agreement as an Direct seller and nothing in this agreement shall establish an employment relationship, or any other labour relationship or agent etc. between the Direct Seller and the company and nothing shall establish the Direct Seller position as Procurer, broker, commercial agent or other representative of the company.
3. The direct seller understands that he/she is working as an direct seller only operating the company business and shall neither convey the impression or refer himself/herself as employee, agent, manager, or representative of company nor use such terminology and shall hereby undertake to indemnify the company in respect of any costs or damages arising as a result of any such misrepresentation of relationship with company.
4. The direct seller shall not receive any remuneration or incentives on recruitment / enrolment of new participants/ subscribers; and the said activities shall be deemed as illegal on the part of the direct seller. Furthermore, it is not mandatorily required a participant/ subscriber to purchase goods or services for an amount or quantity that exceeds expected sale, consumption, resale of goods or sale of services to the consumers within a stipulated time.
5. The participants do not require to pay any kind of entry/registration fee, cost of demonstration equipment's and materials or other fees relating to participation; Furthermore no registration fee is charged by the company and all amounts paid by the participants is only towards the purchase of the goods exclusively.
6. The Direct Seller shall be entitled for only remuneration which is to be paid as per the sale of the goods/products by them and the information about the applicable taxes including VAT or other taxes existing under the law have already been apprised to them and the same have been understood and acknowledged by them.

7. The direct seller shall not use misleading, deceptive and / or unfair trade practices, 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, make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled, present any advantages of Direct Selling to any prospective direct seller in a false and / or a deceptive manner, 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, require or encourage direct sellers recruited by the first mentioned direct seller to purchase goods and / or services in unreasonably large amounts, 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, require prospective or existing direct sellers to purchase any literature or training materials or sales demonstration equipment. In case of violation, the company shall be at liberty to terminate the agreement with the direct seller with issuance of notice for period of 30 days and the said direct seller shall be personal liable for the consequences thereof in the eyes of law, in case of any false representation, omission or any act committed by them, contrary to the guidelines issued by the Govt. of India as mentioned hereinabove or the Code of Conduct, independent advisor agreement, legal agreement, affidavit and important notice as depicted in the website of the company WWW.BALAJI NATUROCARES.COM. Besides that the Direct Seller shall not indulge in any activities of falsification of portraying the pictures of any eminent person, political dignitaries holding constitutional posts or any esteemed personality performing constitutional duties etc. in any of the seminar/meetings etc. including showing any video clip or videos or circulating or uploading on the social media or any other channel whatsoever, if the said illegal activities mentioned herein above is reported to the company, the strict action including termination of the status of the Direct Seller shall be the viable option of the Company without issuance of anyshow cause notice. The printed material which is supplied by the Company can only be used by the Direct Seller to promote its business activities.

8. The company shall be at liberty to terminate the contract by way of issuing of notice for period of 30 days to the direct seller, where a direct seller is found to have made no sales of goods for a period of up to 2 years since the day of inception of contract or since the day of last sale made by him. Further, in case of information received by the company that the Direct Seller are indulged in activities of printing / displaying / circulating / electronically decimate the material containing the name of the company and its logo, the same shall be viewed very seriously.

9. The direct seller undertakes and are becoming the part of the business activities of the company on their own volition without any pressure, duress or undue influence and voluntarily electing to promote and promulgate the sales of the products offered by the company, fully understanding that it is an offered based venture, and only augment of product sells and successful marketing of the products offered by company, would fetch, remunerations and there being no automatic remunerations scheme or investment plan and the company does not indulge in any kind of financial investment or float any investment scheme or entrepreneurship or money circulation scheme.

10. The company shall be responsible for redressal of the grievances of the consumers as may be arising on account of Direct Selling Activities conducted by the Direct Sellers and a grievance redressal committee having four members including chairman with their respective addresses, phone no. etc. has already been constituted, showing the same on the website of the company and whatever complaint which is received either on our landline phone, mobile, email, website, posts or personally visits by the aggrieved person shall be given a complaint No. for tracking the status of the complaints and also to assess the time taken for redressal of the complaint. Company also maintains a customer care service and adequate grievance redressal mechanism.

11. The present agreement is being executed by the Direct Seller without any compulsion, inducement made by the company and the company has not compelled the Direct Seller to purchase the goods / products in an amount that exceeds an amount that can be expected to be sold to the consumers within reasonable period of time.

12. The company is providing a full refund or buy-back guarantee to every direct seller on commercial terms and the direct seller is at liberty to exercise the said full refund or buy-back guarantee within a period of 30 days from the date of distribution of the goods to the direct seller.

13. The company is providing every direct seller a cooling-off period of 30 days which entitles such direct seller to return the goods / products purchased by him during the said cooling-off period.

14. The direct selling entity / company shall not use misleading, deceptive or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings, in their interaction with prospective or existing direct sellers, make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled, present any advantages of direct selling to any prospective direct seller in a false or deceptive manner, make or cause, or permit to be made, any representation relating to its direct selling business, including remuneration system and agreement between itself and the direct seller, or to the goods or services being sold by itself or by the direct seller which is false or misleading, engage in, or cause or permit, any conduct that is misleading or likely to mislead with regard to any material particulars relating to its direct selling business, including remuneration system and agreement between itself and the direct seller, or to the goods or services being sold by itself or by the direct seller, use, or cause or permit to be used, fraud, coercion, harassment, or unconscionable or unlawful means in promoting its direct selling practice, including remuneration system and agreement between itself and the direct seller, or to the goods or services being sold by itself or by the direct seller, require its direct sellers to provide any benefit, including entry fees and renewal fees or to purchase any sales demonstration equipment or material in order to participate in its direct selling operations, provide any benefit to any person for the introduction or recruitment of one or more persons as direct sellers, require the direct sellers to pay any money by way of minimum monthly subscription or renewal charges, notwithstanding the distribution system adopted by a direct selling entity, the Direct Selling Entity shall be responsible for compliance of these Guidelines by any member of its network of direct selling, whether such member is appointed directly or indirectly by the Direct Selling Entity.

15. The Direct Seller and the Direct Selling Entity / company shall abide and adhere to the provisions envisaged in the enactment "Consumer Protection Act 1986" with its true spirit and object.

16. It makes clear that neither the direct seller nor the company shall take any entry/registration fee, cost of sales demonstration equipment and materials or other fees relating to participation from the participant and further shall provide a written contract describing the "material terms" of participation to the participant;

17. It is understood and made clear in unequivocal words that the company or the direct seller do not participate in any money circulation scheme or promote / engaged in a pyramid scheme and company / direct seller shall not require from a participant to pay any entry / registration fee, cost of sales, demonstrations equipment's and material or other fees relating to participation.

18. The Direct seller shall not make any incentives / remuneration to the prospective customer for the recruitment / enrolment, except from the sale of goods / products and the direct seller shall not be entitled to get any money by way of minimum monthly subscription or renewal charges from the prospective customer etc.

19. The Direct seller shall not sell any products for a price exceeding the MRP and this agreement becomes effective from the date of acceptance by the company. The identification card issued to the Direct Seller is and shall remain the property of the company and the Direct Seller shall return the same to the Company without any delay upon terminate or expiration of this agreement.

20. The company may reject the instant agreement for any reason, at its discretion, including if the Direct Seller furnish incomplete, inaccurate, false or misleading information at the time of entering into this agreement.

21. The Direct seller undertakes that they shall not provide any literature or training material not restricted to collateral issues by the direct selling entity to prospective or existing direct seller which has not been approved by direct selling entity or require prospective or existing direct seller to purchase any literature or training material or sales demonstration equipment's.

22. The direct seller shall Endeavour to always treat others well and has already attained age of maturity at the time of entering into this agreement besides has executed an affidavit in that respect as displayed on the website of the company.

23. The Direct seller shall represent company products/services and its Sales and Marketing Plan to all prospective users/customers in a truthful and honest manner, and he/she will make sure to represent only what is approved in official company publications and on its website. Further the direct seller shall conduct themselves in such a manner as to reflect only the highest standards of honesty, integrity and responsibility because he/she recognizes that his/her conduct as direct seller has far-reaching effects.

24. The direct seller shall not sell / market the products of other companies except the company mentioned hereinabove and its published material authorized by the company.

25. The direct seller shall not while inviting a prospective customers/users directly or indirectly induce them during their meeting with impression that the invitation extended to them by he/she are for participation in some 'social event' or to disguise the invitation as market survey; or to imply that it is other than a business event; and shall not emphasize more on the potential earning trough the Marketing Plan of company than the utility of the products/services of the company; or represent that a person can benefit solely by referring to others or by obtaining products/services for personal use at his own costs; or claim that one may achieve success or benefit with little or no investment by way of effort or time.

26. The direct seller shall emphasize that income by way of commission / remuneration can be achieved only by way of continuous augment of product sells / activities and effort in that direction to the perspective user and shall not exaggerate or overstate the kind of potential earnings that can be generated by the company business and communicate. Only true and actual earnings shall be projected him/her;

27. The direct seller undertakes to observe all laws, policy, rules and/or regulations, central or local as may be applicable from time to time and shall keep the company indemnified against all actions, claims, demands, prosecution, penalties including costs thereof and not excluding company legal costs which might be made or brought against the company in respect of any of or arising out of any breach, infringement or infraction of any laws, regulations and code of practice, by me, arising out of the operation of the company Business.

28. The direct seller shall not engage in any activities, which may bring disrepute to the company or any products/services of the company and undertake to indemnify the company on account of any costs or damages that may arise due to any such activities.

29. The direct seller shall comply with all requirements, guidelines, which are issued from time

to time by the company or any competent authorities including the Govt. of India or the State Governments and any in disciplinary action performed by me, may result in termination.

30. The direct seller with his / her own volition, without any duress, coercion or undue influence agreed to opt for the marketing plan/work of the company and fully understand that it is an effort based plan where you, the Direct Seller achieve remuneration / commission only by way of continuous augment of product sells / activities and by effort based activity to refer/market/sell the products/services offered by the company, (there being no automatic rewards scheme or investment plan).

31. The direct seller understands that if he/she ceases to be direct seller for any reason, they will automatically lose all/any rights under this Agreement. And understood and are not under any illusion/wrong impression as to the kind of potential earnings that can be generated by the company business.

32. The Direct seller shall be responsible for complying with all laws, policies, rules or regulations, taxes, levies, central or local, as may be applicable from time to time and obtaining all licenses and/or registration as may be required from time to time.

33. It is specifically pleased to be noted that in case the direct seller are employed by any central government/state government agency, Indian armed forces or any such establishment that disallows you to work part time/full time/earn remuneration/commissions, in that situation, you will not be able to enter into this agreement.

34. The direct seller accepts that it is the prerogative of the management of the company to alter, amend or reduce the amount of commission/remuneration to the independent advisor without prior notice.

35. That the direct seller also understood and read the contents of document under the heading of LEGAL DOCUMENT as available and displayed on the website of the company i.e. www.BalajiNaturoidcares.com and undertake to abide all the stipulations as envisaged in the said Legal Document.