

## **AGREEMENT**

This agreement is signed on \_\_\_\_\_ between MANNAT INDIA MARKETING PVT. LTD. a company registered under the Companies Act 2013 having its corporate office at plot no. A 54/C gopal vihar delhi nh-58 meerut bypass road, near subharti university meerut 25002, INDIA acting through its *Director* (RAVINDER KUMAR & SHEETAL ) hereinafter called Company which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the FIRST PARTY

AND

Shri/Smt. \_\_\_\_\_ age \_\_\_\_\_ years S/o D/o W/o \_\_\_\_\_  
house \_\_\_\_\_ post \_\_\_\_\_ street \_\_\_\_\_ Tehsil \_\_\_\_\_  
\_\_\_\_\_ District \_\_\_\_\_ State \_\_\_\_\_  
(hereinafter called as Direct Seller which expression shall include my/our heirs, executors and administrators estates assigns and effects wherein the context so admits or requires) of the second party.

Definitions:-

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

- (a) "Act" means the Consumer Protection Act, 2019 (35 of 2019);
- (b) "cooling-off period" means a period of time given to a participant to cancel the agreement he has entered into for participating in the direct selling business without resulting in any breach of contract or levy of penalty;
- (c) "Direct seller" means a person authorized by a direct selling entity through a legally enforceable written contract to undertake direct selling business on principal to principal basis;
- (d) "Direct selling entity" means the principal entity which sells or offers to sell goods or services through direct sellers, but does not include an entity which is engaged in a Pyramid Scheme or money circulation scheme;
- (e) "Money circulation scheme" means the schemes defined in clause (c) of section 2 of the Prize Chits and Money Circulation Schemes (Banning) Act, 1978 (43 of 1978);
- (f) "mis-selling" means selling a product or service by misrepresenting in order to successfully complete a sale and includes providing consumers with misleading information about a product or service or omitting key information about a product or providing information that makes the product appear to be something it is not;
- (g) "Prospect" means a person to whom an offer or a proposal is made by a direct seller to join a direct selling entity;
- (h) "Pyramid Scheme" means a multi layered network of subscribers to a scheme formed by subscribers enrolling one or more subscribers in order to receive any benefit, directly or indirectly, as a result of enrolment or action or performance of additional subscribers to the scheme, in which the subscribers enrolling further subscribers occupy a higher position and the enrolled subscribers a lower position, resulting in a multi-layered network of subscribers with successive enrolments:
- (i) "saleable", in relation to goods or services, means unused and marketable goods or services which have not expired, and which are not seasonal, discontinued or used for special promotion;
- (j) "sensitive personal data" means the sensitive data or information as specified from time to

time under section 43A of the Information Technology Act, 2000 (21 of 2000);

(1) "State" includes a Union territory;

(2) Words and expressions used herein and not defined, but defined in the Act shall have the meanings respectively assigned to them in the Act.

### **1.This system for every Direct selling entity, shall:**

- i. Have no provision that a direct seller will receive remuneration from the recruitment to participate in such direct selling.
- ii. Ensure that direct sellers shall receive remuneration derived from the sale of goods or services.
- iii. Clearly disclose the method of calculation of remuneration
- iv. State includes a Union territory.

#### **1. Authorized Support center /Franchisee/Super store/Sales Point/Sales Depot**

A pick up points and delivery points for maintaining effective delivery system for goods/product of the company and established by the company.

#### **2. Direct Selling Entity/Company**

Means a Company Namely MANNAT INDIA MARKETING PVT. LTD. and running its main business in the name and style of (Company).

#### **3. Sales incentive**

Means amount of any type of remuneration like commission, Bonus, Gifts, profits, Incentives etc. including financial and non financial benefit payable to the Direct Seller for effecting sale of goods /products as stipulated in the contract between the Direct Seller and Direct Selling entity on a monthly or periodic or yearly basis or both a the case may be. But amount of remuneration from the recruitment to participate in such direct selling shall not be the part of the sales incentive.

#### **18 Unique 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 the Company.

#### **19 Password**

Means unique code allotted to each Direct Seller to allow them to log on to the website of the Company.

#### **20 Website**

Means official website of the Company ([www.mismmyshop.com](http://www.mismmyshop.com))

WHEREAS M/s MANNAT INDIA MARKETING PVT. LTD. a Company incorporated under the Companies Act, 2013, having its Registration No. (U52339UP2021PTC149443) and corporate Office at A 54/C gopal vihar delhi nh-58 meerut bypass road, near subharti university Meerut 25002, INDIA .

The Company is engaged into the business of direct selling through its Direct Seller and Retail Outlets as stated in the Object Clauses of memorandum of Association of the Company. he

company having sales tax/Gst, Income Tax, TDS and other license as may be required as per the law/Rule & regulation/Guideline of its principle place of Business and sales tax and other license for each retail outlets at various states in India. The company is also having own trademark to promote the products for sale/ direct selling business and trademark identifies the company with the goods to be sold or supplied.

For smooth running the business of direct selling, Company has certain rules and regulation, marketing plan and other terms and conditions. Now in order to simplify more, to keep more transparent, to control the fraudulent practices and for betterment of the activities of direct selling through multilevel marketing, Company is using better trading plan and marketing plan to promote the sale of the company's products.

The Company exclusively uses their website and Retail Outlet / Franchise stores to display the details about products, products information, product quality certificate, price, complete income plan, marketing methods, business monitoring, information regarding management while uses the word of mouth publicity to promote and create awareness about the website and its products.

An Individual/Firm/Company who is able to do contract as per the provision of The Indian Contract Act, 1872 and wish to become direct seller of the company, can apply to be appointed as a Direct seller to marketing and selling of company's product in whole of India, in prescribed form through online/manual. There is NO deposit or any charges/enrollment fees/joining fees/renewal charges for becoming a Direct Seller of the Company.

Now it's agreement witnesses and it is agreed by and between the parties here to as follow:-

#### **I. The Appointment /Authorization for Direct seller**

- (i) That for appointment / Authorization for Direct seller in the company, prospect shall complete the following steps
  - (a) Fill the application form online and upload scanned KYC documents
  - (b) Accept the proposed terms and condition of the agreement and create this agreement using digital signature/one timepassword/affix digital sign/scanned signature, whatever means of the technology.
  - (c) After creation the agreement, he/she shall request for sign of the company through system in technological manner.
  - (d) After the putting Signature of the authorized person of the company, the executed and signed agreement shall be displayed and it shall be treated as legal agreement as per the provision of The Indian Contract Act, 1872.
  - (e) On the completion of the above process, prospect shall take a printout of the signed agreement.
  - (f) Upon the execution of the agreement through the above process, prospect shall become the direct seller of the Company and a Direct seller Unique Identification number and password shall be allotted to the applicant.
- (ii) That the Direct seller shall submit the following documents along with this agreement in hard copy to the company within 30 days since the date of execution (a) Filled application form (b) KYC Documents (self attested) (c) Signed Executed Agreement (Including of terms of appointment). A Direct seller, upon appending his/her signature at the bottom of these presents (agreement) as well as all attached documents.
  - (a) That the Company upon scrutiny and verification of the Application, KYC and agreement may reconsider the decision of the appointment of Direct Seller for Direct Selling the goods/ products of the Company. The Company shall be at sole discretion and liberty to reject his/her direct selling code, if the KYC and other documents in hard copy found unsatisfactory or mollified, fake etc.

#### **(b) Cooling-off Period—**

- A. That the direct seller shall have exclusive right to reject/cancel the above agreement within 30 days since the date of the execution of the agreement through the online process. In this relation, the direct seller shall be responsible to give intimation to the company about such decision within specified period through Email or registered letter or speed post at company's mail ID/Registered address.
- B. That such direct seller shall have right to return any goods purchased by the direct seller during the cooling off period but the purchased goods should be in saleable condition i.e any seal/protection on the goods is kept unbroken. The refund of amount of cost of such returned product/credit voucher shall be paid by the company within 30 days since the date of receipt of the product.
- C. That if such direct seller receives any consideration from the company during this cooling-off period then such direct seller shall be responsible pay the amount of such consideration to the company with repudiate letter in the form of CASH/CHEQUE/DD/NEFT/RTGS etc.

## **II. Scope of the Work**

That the Direct seller shall market and sell the company's product through directly to the end user consumer, using word of mouth publicity, display and/or demonstration of the goods/products, and/or distribution of pamphlets, door to door to customers and other related methods.

## **III. Direct Marketing selling**

- (i) That the Direct seller shall be responsible for marketing and selling the company' products door to door to customers, directly to the end user consumer using word of mouth publicity, display and/or demonstration of the goods/products, and/or distribution of pamphlets and other related methods.
- (ii) That the Direct Seller can use logo and name of the company for selling the company' products as per the company's policy and regulation.
- (iii) That the Direct seller would not be allowed to use logo and the name of the company in his personal capacity or personal use.
- (iv) That the Direct Seller will get specified %/point, sales Incentive/commission pertaining to the sales for selling the company' products under this Agreement. Payment of sales incentives/commission will be made after receipt of payment of the products sold/marketed under this Agreement by Direct Seller. Further, in case the company fails to recover the dues from its customers/subscribers, then no sales Incentives/Commission shall be paid by the company to the Direct Seller. The sales incentives/commission would be payable only after the dues/payment are realized from its customers. If the payment is received on monthly/quarterly/half yearly basis then in the same fashion commission payment will be done automatically by the company after receipt of the said payment.
- (v) That the Company hereby covenants that it shall provide to the Direct Seller with complete instruction books, catalogues, circulars for promoting sales and shall provide training initially for Direct Selling and shall also publish advertisement in the local and regional newspapers, TV etc. for promoting sales of the company's products.
- (vi) The Direct seller shall not be liable to pay the cost of such brochures, sales demonstration equipment and materials or any other fees relating to participation.
- (vii) That the company shall issue photo identity cards to Direct Seller. This photo identity card shall be returned by the direct seller to the company at the expiry/termination/revoke of the agreement and shall be destroyed. The identity card shall contain the name of the direct seller, Direct Seller number (which shall be Unique). It shall also have a prominent print declaring that the Direct Seller is not authorized to collect any type of cheques/demand draft in his name from the customer. All cheques/demand drafts etc., if any collected by Direct Seller should be drawn in the name of the company only and should be deposited with the company office or other offices as may be specified by the company, within a day. Direct Seller shall hold the said cash collection/cheque/DD in trust for and on behalf of the company. Upon failure to deposit the said cash collection/cheque/DD, Direct Seller shall be liable to pay

damages/compensation. The receipt/Bill which is only issued by the company would be valid documentary evidence in the hand of the customer. It means direct seller would not be authorized to issue any receipts/Bill on behalf of the company.

#### **IV. Facilities for Purchases of Products**

That the company may open following facilities for the customer from where to purchase products—

- i. Online Portal/ E-commerce
- i. Stores (Retail Outlets)
- i. Authorized Sales Point

Any person who sells or offers for sale including on e-commerce platform/marketplace, any product of the company, must have prior written consent from the company in order to undertake or solicit such sale or offer. Direct Seller is required to visit above facilities to make payment and collect valid receipt and products on behalf of the consumer/customers.

#### **v. Buy-back/Repurchases Policy**

(i) That the company gives full refund or buy-back guarantee to every direct seller on the following terms --

- (a) Direct seller who has purchased the goods from the company to distribute or further sale is eligible to avail the benefit of buy-back policy.
- (b) If the purchased goods are not sold within 30 days from the date of the distribution and billing of the goods to the Direct seller
- (c) The condition of purchased goods must be saleable i.e. any seal/protection on the goods is kept unbroken.
- (d) IF the fulfillment the above conditions, the direct seller can exercise his/her right of buy-back policy within a period of 30 days, from the date of the distribution and billing of the goods to the direct seller.
- (e) The company is responsible to buyback/repurchases of the goods on submission of proof of original Bill and/or delivery Challan, ID, ADDRESS Proof and purchased goods in Just as it is condition i.e. any seal/protection on the goods is kept unbroken.
- (f) The company shall refund full amount after deducting of packaging, courier, and applicable taxes etc as per the norms issued by the Govt.

#### **VI. Warranty of the Goods**

(i) That the goods sold by the company shall carry guarantee/Warranty of the Manufacturer for a specified time, during this time the consumer can exchange/ replacement/repair of goods in case of defect.

That for the above process consumer shall produce the original bill and/or delivery challan and ID, ADDRESS Proof to the company with the goods.

#### **VII. Return & Refund Policy of the Goods**

- (i) That the consumer shall have two options as follows—
  - (a) To exchange/return the goods if he find any manufacturing defect or the goods purchased is not useful for the purpose it was meant, within 30 days from the date of purchases, provided any seal/protection on the goods is kept unbroken. OR
  - (b) To receive full refund of the price of any goods returned by consumer on the ground of any defect or inferior quality as against the information given by it regarding such goods, within 30 days of the purchases, provided any seal/protection on the goods is kept unbroken.
- (ii) That for the above process consumer shall produce the original bill and/or delivery challan and ID, ADDRESS Proof to the company with the goods.

#### **VIII. Sales Incentives/Commission Structure or other Benefit**

That the Direct Seller shall enjoy the following privileges:

- (a) Sales Incentive related to their respective sales volume as per the company's marketing plan for its or tie-up goods/products.
- (b) Earnings of the Direct Seller shall be in proportion to the volume of sales done by the Direct Seller by self or through team (Sales Group) as stipulated in the marketing plan of the Company.
- (c) Marketing/selling of Company's Products in Whole of India. There is No territorial restriction to sale the goods/products.
- (d) With using Unique ID and Password Search and inspect his/her account on website of the Company.
- (e) Working with other Direct Sellers as a Sales Team/Group
- (f) The company shall have no provision that a direct seller will receive remuneration from the recruitment to participate in such direct selling.
- (g) That as per Marketing Plan of the company Sales Incentives/ commission structure to be followed for the same.
- (h) That the Company reserves the right to restrict the list of products for a particular Direct Seller.
- (i) That tariff revisions, Government directives, market forces etc., may lead to change in the company sales Incentives/commission policy and the company's decision in this regard will be final and binding
- (j) That all payments and transactions are to be expressed in Indian Rupees.
- (k) That the Company does not guarantee/assure any facilitation fees or income to the Direct Seller on account of becoming just a mere Direct Seller of the Company.
- (l) That Sales Incentives/commission/Bonus to the Direct Seller shall be subjected to statutory deductions as applicable like TDS etc.
- (m) That the company shall provide accurate and complete information to prospective and existing direct sellers concerning the reasonable amount of remuneration opportunity and related rights and obligations.
- (n) That the company shall Pay all dues and make with holding from direct sellers in a commercially reasonable manner.

#### **IX. General terms and conditions**

- (a) That the Direct Seller shall make proper canvassing for the sale of the products in the said areas and for this purpose, the company and Sales Team/Group shall assist the direct Seller.
- (b) That company will not provide any establishment/office expenses, business running expenses etc. in relation to maintain an owned office for the direct seller.
- (c) That Direct Seller covenants with the Company that it will exclusively engage in the sale of the company's products and tie-up product and shall not indulge in the sale of similar/identical products and that it shall protect and preserve the patents and trademark of the company's products.
- (d) That Unique Identification Number has to be quoted by the Direct Seller in all his/her transactions and correspondence with the Company. The Unique Identification Number is system generated.
- (e) That No communication will be entertained without Unique Identification Number and password. Direct Seller shall preserve the Unique Identification Number and Password properly as it is must for logging on to website.
- (f) That 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 like Pan Card details, KYC etc.
- (g) That 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 other clients also.
- (h) That the Direct seller shall abide with policies, procedures, rules and regulations of the company and All privileges laws, rules and regulation and Direction and Guideline issued by the state and central Government of India from time to time.

- (i) That the Company reserves the rights to modify the terms and conditions, products, plan, business and policies with/without giving prior notice. Such notice may be published through the official website of the Company, and any such modification/amendment shall be applicable and binding unto the Direct Seller from the date of such notice. That the Direct Seller shall comply with all state and central government and local governing body laws, regulations and codes that apply to the operation of their MANNAT INDIA MARKETING PVT. LTD. business. Direct Seller must not engage in any deceptive or unlawful trade practice as defined by any central, state or local law or regulation. That the Direct Seller shall not manipulate the MANNAT INDIA MARKETING PVT. LTD. marketing plan or product's rate, Point volume/ Sales Point/ Business volume etc., in any way and Direct Seller shall not send, transmit or otherwise communicate any messages to anybody on behalf of the Company otherwise than for authorization for the same.
- (j) That the Direct seller shall be liable to produce/show/explain the marketing/sales/trading plan of the company to the customer as it as he is received.
- (k) That the Direct Seller and/or any other person are strictly prohibited to use Business Promotional Material, other than Business Promotional Material developed and/or authorized to develop by the Company. That the Direct Seller shall not use the MANNAT INDIA MARKETING PVT. LTD. trademark, logotype and design anywhere without written permission from the Company. This permission can be withdrawn at any time by the Company.
- (l) That All the arrangements, expenses, permission from local authorities, complying with rules of central and state government and local body is whole responsibility of Direct Seller for meetings and seminars conducted by Direct Seller.
- (m) That No another Direct seller code shall be issued on same Pan Card.
- (n) The Direct seller is agreed and authorized the company to create his/her Sales and purchases books 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 applicable law as mentioned in the sub-clause 5 of the clause 5- Certain obligation of Direct Sellers. In this relation the company shall be authorized to deduct the charges from the incentive of the direct seller for prepare of such accounts on behalf of the direct seller.

**x. Obligations of Direct Seller - (1) Every direct seller shall—**

- (a) Have a prior written contract with the direct selling entity for undertaking sale of, or offer to sell, any goods or services of such entity
- (b) at the initiation of any sale representation, truthfully and clearly identify himself, disclose the identity of the direct selling entity, the address of place of business, the nature of goods or services sold and the purpose of such solicitation to the prospect;
- (c) make an offer to the prospect providing accurate and complete information, demonstration of goods and services, prices, credit terms, terms of payment, return, exchange, refund policy, return policy, terms of guarantee and after-sale service;
- (d) provide an order form to the consumer at or prior to the time of the initial sale, which shall identify the direct selling entity and the direct seller and shall contain the name, address, registration number or enrollment number, identity proof and contact number of the direct seller, complete description of the goods or services to be supplied, the country of origin of the goods, the order date, the total amount to be paid by the consumer, the time and place for inspection of the sample and delivery of goods, consumer's rights to cancel the order or to return the product in saleable condition and avail full refund on sums paid and complete details regarding the complaint redressal mechanism of the direct selling entity;
- (e) Obtain goods and service tax registration, Permanent Account Number registration, all applicable traderegistrations and licenses and comply with the requirements of applicable laws, rules and regulations for sale of a product;
- (f) Ensure that actual product delivered to the buyer matches with the description of the product given;
- (g) Take appropriate steps to ensure the protection of all sensitive personal information provided by the consumer in accordance with the applicable laws for the time being in force and ensure adequate safeguards to prevent access to, or misuse of, data by unauthorized persons.

**(2)The direct seller shall not:**

- (a) Visit a consumer's premises without identity card and prior appointment or approval;
- (b) Provide any literature to a prospect, which has not been approved by the direct selling entity;
- (c) Require a prospect to purchase any literature or sales demonstration equipment;
- (d) In pursuance of a sale, make any claim that is not consistent with claims authorized by the direct selling entity.

**(3). Duties of direct selling entity and direct seller .—**Subject to the provisions of Chapter VI of the Act, relating to Product Liability, the following shall be the duties of direct selling entity and direct seller, as may be applicable, namely:—

- (i) Every direct selling entity and every direct seller shall ensure that—
  - (a) the terms of the offer are clear, so as to enable the consumer to know the exact nature of offer being made and the commitment involved in placing any order;
  - (b) the presentations and other representations used in direct selling shall not contain any product description, claim, illustration or other element which, directly or by implication, is likely to mislead the consumer;
  - (c) the explanation and demonstration of the goods or services offered are accurate and complete, particularly with regard to price and, if applicable, to credit conditions, terms of payment, cooling-off periods or right to return, terms of guarantee, after-sales service and delivery;
  - (d) The descriptions, claims, illustrations or other elements relating to verifiable facts are capable of substantiation;
  - (e) Any misleading, deceptive or unfair trade practices are not used;
  - (f) Direct selling is not represented to the consumer as being a form of market research;
  - (g) The promotional literature, advertisement or mail contain the name and address or telephone number of the direct selling company, and include the mobile number of the direct seller;
  - (h) direct selling shall not state or imply that a guarantee, warranty or other expression having substantially the same meaning, offers to the consumer any rights in addition to those provided by law, when it does not;
    - (i) the terms of any guarantee or warranty, including the name and address of the guarantor, shall be easily available to the consumer and limitations on consumer rights or remedies, where permitted by law, shall be clear and conspicuous;
    - (j) The remedial action open to the consumer shall be clearly set out in the order form or other accompanying literature provided with the goods or service;
  - (k) The presentation of the offer does not contain or refer to any testimonial, endorsement or supportive documentation unless it is genuine, verifiable and relevant;
  - (l) when after-sales service is offered, details of the service are included in the guarantee or stated elsewhere in the offer and if the consumer accepts the offer, information shall be given on how the consumer can activate the service and communicate with the service agent;
  - (m) Products, including, where applicable, samples, are suitably packaged for delivery to the consumer and for possible return, in compliance with the appropriate health and safety standards;
  - (n) unless otherwise stipulated in the offer, orders shall be fulfilled within the delivery date proposed to the consumer at the time of purchase and the consumer shall be informed of any undue delay as soon as it becomes apparent or comes within the knowledge of the direct selling entity or the concerned direct seller;
  - (o) in cases of delay under clause (n), any request for cancellation of the order by the consumer shall be granted, irrespective of whether the consumer has been informed of the delay, and the deposit, if any, shall be refunded as per the cancellation terms proposed to the consumer at the time of purchase, and if it is not possible to prevent delivery, the consumer shall be informed of the right to return the product at the direct selling company's or the direct seller's cost as per the procedure for return of the goods proposed to the consumer at the time of purchase;
  - (p) Right of return offered by that entity shall be in writing;
  - (q) whether payment for the offer is on an immediate sale or installment basis, the price and terms of payment shall be clearly stated in the offer together with the nature of any additional



charges such as postage, handling and taxes and, whenever possible, the amounts of such charges;

(r) in the case of sales by installment, the credit terms, including the amount of any deposit or payment on account, the number, amount and periodicity of such installments and the total price compared with the immediate selling price, if any, shall be clearly shown in the offer;

(s) Any information needed by the consumer to understand the cost, interest and terms of any other form of credit is provided either in the offer or when the credit is offered;

(t) Unless the duration of the offer and the price are clearly stated in the offer, prices shall be maintained for a reasonable period of time;

(u) the procedure for payment and debt collection shall be determined in writing before any contract is signed and it shall be such as to avoid undue inconvenience to the consumer, making due allowance for delays outside the consumer's control;

The provisions of the Legal Metrology Act, 2009 (1 of 2010) and the rules framed there under shall be followed.

**(3). Duties of direct selling entity and direct seller .—**Subject to the provisions of Chapter VI of the Act, relating to Product Liability, the following shall be the duties of direct selling entity and direct seller, as may be applicable, namely:—

(i) Every direct selling entity and every direct seller shall ensure that—

(v) the terms of the offer are clear, so as to enable the consumer to know the exact nature of offer being made and the commitment involved in placing any order;

(w) the presentations and other representations used in direct selling shall not contain any product description, claim, illustration or other element which, directly or by implication, is likely to mislead the consumer;

(x) the explanation and demonstration of the goods or services offered are accurate and complete, particularly with regard to price and, if applicable, to credit conditions, terms of payment, cooling-off periods or right to return, terms of guarantee, after-sales service and delivery;

(y) The descriptions, claims, illustrations or other elements relating to verifiable facts are capable of substantiation;

(z) Any misleading, deceptive or unfair trade practices are not used;

(aa) Direct selling is not represented to the consumer as being a form of market research;

(bb) The promotional literature, advertisement or mail contain the name and address or telephone number of the direct selling company, and include the mobile number of the direct seller;

(cc) direct selling shall not state or imply that a guarantee, warranty or other expression having substantially the same meaning, offers to the consumer any rights in addition to those provided by law, when it does not;

(dd) the terms of any guarantee or warranty, including the name and address of the guarantor, shall be easily available to the consumer and limitations on consumer rights or remedies, where permitted by law, shall be clear and conspicuous;

(ee) The remedial action open to the consumer shall be clearly set out in the order form or other accompanying literature provided with the goods or service;

(ff) The presentation of the offer does not contain or refer to any testimonial, endorsement or supportive documentation unless it is genuine, verifiable and relevant;

(gg) when after-sales service is offered, details of the service are included in the guarantee or stated elsewhere in the offer and if the consumer accepts the offer, information shall be given on how the consumer can activate the service and communicate with the service agent;

(hh) Products, including, where applicable, samples, are suitably packaged for delivery to the consumer and for possible return, in compliance with the appropriate health and safety standards;

(ii) unless otherwise stipulated in the offer, orders shall be fulfilled within the delivery date proposed to the consumer at the time of purchase and the consumer shall be informed of any undue delay as soon as it becomes apparent or comes within the knowledge of the direct selling entity or the concerned direct seller;

(jj) in cases of delay under clause (n), any request for cancellation of the order by the consumer shall be granted, irrespective of whether the consumer has been informed of the delay, and the deposit, if any, shall be refunded as per the cancellation terms proposed to the consumer at the time of purchase, and if it is not possible to prevent delivery, the consumer shall be informed of

the right to return the product at the direct selling company's or the direct seller's cost as per the procedure for return of the goods proposed to the consumer at the time of purchase;

(kk) Right of return offered by that entity shall be in writing;

(ll) whether payment for the offer is on an immediate sale or installment basis, the price and terms of payment shall be clearly stated in the offer together with the nature of any additional charges such as postage, handling and taxes and, whenever possible, the amounts of such charges;

(mm) in the case of sales by installment, the credit terms, including the amount of any deposit or payment on account, the number, amount and periodicity of such installments and the total price compared with the immediate selling price, if any, shall be clearly shown in the offer;

(nn) Any information needed by the consumer to understand the cost, interest and terms of any other form of credit is provided either in the offer or when the credit is offered;

(oo) Unless the duration of the offer and the price are clearly stated in the offer, prices shall be maintained for a reasonable period of time;

(pp) the procedure for payment and debt collection shall be determined in writing before any contract is signed and it shall be such as to avoid undue inconvenience to the consumer, making due allowance for delays outside the consumer's control;

The provisions of the Legal Metrology Act, 2009 (1 of 2010) and the rules framed there under shall be followed.

#### **4. A direct selling entity or direct seller shall not—**

(a) indulge in fraudulent activities or sales and shall take reasonable steps to ensure that participants do not indulge in false or misleading representations or any other form of fraud, coercion, harassment, or unconscionable or unlawful means;

(b) 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, or to the goods or services being sold by itself or by the direct seller; (c) indulge in mis-selling of products or services to consumers;

(d) Use, or cause or permit to be used, any fraudulent, coercive, unconscionable or unlawful means, or cause harassment, for promoting its direct selling business, or for sale of its goods or services;

(e) Refuse to take back spurious goods or deficient services and refund the consideration paid for goods and services provided;

(f) Charge any entry fee or subscription fee.

(g) A direct selling entity and a direct seller shall comply with the requirements of all relevant laws, including payment of taxes and deductions there under.

(g) A direct selling entity and a direct seller shall not induce consumers to make a purchase based upon the representation that they can reduce or recover the price by referring prospective customers to the direct sellers for similar purchases.

(5). Persons not to be engaged in the business of direct selling.— No person who is convicted, or bankrupt during the last five years prior to his association with the business of direct selling, or a person of unsound mind, shall be engaged in the business of direct selling.

Explanation.—For the purpose of this rule, the term 'Bankrupt' shall have the same meaning as assigned to it in clause

(3) of section 79 of the Insolvency and Bankruptcy Code, 2016 (31 of 2016).

#### **XI. PROHIBITIONS**

- (1) That any payment of Incentive by whatever names it is called unrelated to their respective sales volume is prohibited.
- (2) That the 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 it is found then such Direct Seller shall be terminated.
- (3) That the 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.
- (4) That 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.
- (5) That the Direct Seller and the company hereby undertakes not to indulge in money circulation

scheme or any act barred by the Prize Chits and Money Circulation Scheme (Banning) Act, 1978.

- (6) That the Company/Direct seller shall not promote a pyramid scheme, as defined in Clause 1(8) of the "Advisory to state Government/Union territories on consumer protection act 2019 (35 of 2019) on Direct selling" issued by the Department of consumer Affairs, Ministry of Consumer Affairs, Food & Public Distribution, Government of India Dt. 28<sup>th</sup> Dec. 2021. CG – DL – E – 28122021 – 232214. In the garb of Direct Selling Business opportunities.

## **XII. Indemnification**

- (1) That the Direct Seller agrees to protect, defend, indemnify and hold harmless Company and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
- (a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, or regulator applicable to the company; or
  - (b) Any breach of the terms and conditions in this agreement by the Direct Seller, or
  - (c) Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the Direct seller; or
  - (d) Against all matters of embezzlement, misappropriation or misapplications of collection/moneys which may from time to time during the continuance of the Agreement come into his/her /its possession /control.
- (2) That this clause shall survive the termination or expiry of this Agreement.

## **XIII. Relationship**

That the Direct seller understands that it is an independently owned business entity and this Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the company for any purpose whatsoever. The Direct seller has not express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the company or to bind the company in any manner. In case, the Direct Seller, its employees, associates or agents hold out as employees, agents, or legal representatives of the company, the company shall demand to pay cost of any/all loss, cost, damage including consequential loss, suffered by the direct seller on this account.

## **XIV. Liability**

That Except as provided in this Agreement, here in above, the company shall not be liable to the Direct seller or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital investments or any other commitments made by the other party in connection with the business made in reliance upon or by virtue of this Agreement.

## **XV. Suspension, Revocation or Termination of agreement**

1. That the company reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, company shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
2. That the company may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of ONE month issued to the Direct seller at its residential address, terminate this agreement under any of the following circumstances:
  - (a) The Direct Seller failing to perform any obligation(s) under the agreement;
  - (b) The Direct Seller failing to rectify, within the time prescribed, any defect as may be pointed out by Company.
  - (c) The Direct Seller being involved in any criminal proceedings/case
  - (d) others like Pursuant to the provision to the marketing plan, For reason of non-performance, Any unethical and pre judicial work to the interest of the Company, For the breach of any terms and conditions of this agreement and marketing plan, Information given by Direct Seller found wrong/false, In convicted of an offence punishable by a prison term, Is declared bankrupt, Is not

mentally sound to handle the business, Migrate to other country, due to death/insolvency/mentally of Direct seller.[But In case of Death, on producing of probate/succession certificate by legal heirs, the Direct seller code may be transferred to the legal heirs of deceased Direct seller.

- (e) Where a direct seller is found to have embezzlement of Cash/Cheque/DD, which is received by the customer on behalf of the company.
- (f) That the Direct Seller may terminate this agreement at any time by giving a written notice of ONE MONTH to the Company at the registered address of the company.
- (g) That It shall be the responsibility of the Direct Seller to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending.
- (h) That Breach of non-fulfillment of Agreement conditions may come to the notice of the company through complaints or as a result of the regular monitoring. Wherever considered appropriate the company may conduct an inquiry either suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the Direct Seller or not. The Direct Seller shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

#### **xvi. Actions pursuant to Termination of Agreement**

That notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement:

- (a) The Direct seller shall not represent the company in any of its dealings.
- (b) The Direct seller shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the company is still having Direct selling agreement with direct seller.
- (c) The Direct seller shall stop using the company's name, trademark, logo, etc., in any audio or visual form.
- (d) The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of Direct seller having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration
- (e) Or termination shall be without prejudice to any liabilities of direct seller to the company existing at the date of expiration or termination of the Agreement.

#### **xvii. Governing Laws and Regulation**

- (1) That this Agreements shall be governed by the Indian Contract, 1872, The Consumer Protection (Direct Selling) Rules, 2021, "Advisory to state Government/Union territories on Direct selling" issued by the Department of consumer Affairs, Ministry of Consumer Affairs, Food & Public Distribution, Government of India Dt. 28<sup>th</sup> Dec. 2021. CG – DL – E – 28122021 – 232214. In the garb of Direct Selling Business. Laws, Rules, regulation and Direction issued by the Central and State Government of India and any proceedings arising out of these Agreements shall be initiated in the appropriate Indian court and all orders and decrees would be expressed in Indian language.
- (2) That the parties hereby agree that nothing contained herein shall prejudice the right of the company to appoint another Direct seller in the same territory or to open retail outlets if found necessary.

#### **xviii. Cancellation clause**

That notwithstanding anything stated or provided herein, the Company shall have full powers and discretion to modify, alter or vary the terms and condition in any manner whatsoever they think fit and shall be communicated through official website or other mode as the Company may deem fit and proper. If any Direct Seller does not agree to be bound by such amendment, he/she may terminate this agreement within 30 days of such publication by giving a written notice to the Company. Without submission of the objection for modification etc., if Direct Seller continues the Direct Selling activities then it will be deemed that he/she has accepted all modifications and amendments in the terms & conditions for future.

#### **xix. Dispute Settlement**

- (1) That In the event of any question, dispute or difference arising under this agreement or in

connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the court of Meerut , UP, India.

- (2) That the parties hereby agree that any dispute or difference between them may be referred to the arbitrator whose decision shall be final and binding upon the parties hereto.

**xx. Force- Majeure**

That If at any time, during the continuance of this agreement, the performance in whole or in part, by the company, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities/Disaster or any act of God (hereinafter referred to as event), neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist.

**xxi. The Direct seller hereby covenants that as under –**

- (1) That he/she has clearly understood the application form, marketing methods/plan, the compensation plan, its limitations and conditions and he/she is not relying upon any representation or promises that is not set out in these terms and conditions or other official printed or published materials of the Company.
- (2) That Relation between the Company and the Direct Seller and all his/her activities here under shall be governed in addition to this agreement, by the rules / procedure contained in the marketing plan, available on website. The Direct Seller confirms that he/she has read out all the terms & conditions thereof and agrees to be bound by them.
- (3) Shall act as a freelance body and shall not commit any misfeasance or malfeasance to create any liability/obligation over the Company of whatsoever nature.
- (4) That the Direct Seller is not an agent, Employee or any other Legal representative of the Company or its service providers.
- (5) That Any payment received by the Direct Seller from any person declaring that the amount is being received for and on behalf of the Company shall not be deemed to be received by the Company. Direct seller is not authorized to receive any money for and on behalf of the Company.
- (6) That Direct Seller, hereby declare that all the information furnished to the Company are true and correct. Company shall be at sole discretion and 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.
- (7) That I am the concerned person hence fully conversant with the fact deposed above. And I have agreed without any pressure to be appointed as Direct Seller in Whole India on terms and condition as contained in this Agreement.
- (8) That I have read and understood the terms and conditions for appointment of Direct Seller of the Company and I have also gone through the Company's official website, printed materials, brochures and convinced about the business and I have applied to appoint me as a Direct Seller on my own volition.
- (9) I undertake to adhere for policies, procedures, rules and regulations formed by the Company and I confirm having read/been explained and understood the contents of the document on policy and procedures of the appointment of DirectSeller.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the .....day of ..... 20.....

Read over by me/ to me and agreed by me on (Date)

.....

Name:

Signature:

-----

-----

(Signature)

(Name of applicant)

Sign and seal of the company.....

Witnesses:

Name \_\_\_\_\_

Signature\_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature of applicant on each and

every page is mandatory.All

Documents must be Self Attested