



DIRECT SELLER AGREEMENT

e-Biotorium house, plot no. B1/1, MIDC Industrial area, Mira goan, near Amar palace hotel,
Opp. A P college and A P Gym, Mira road east, Mumbai District Thane, Maharashtra
India Pin code 401107.

DIRECT SELLER AGREEMENT

This Direct Seller Agreement ("Agreement") is entered into on the day one buys e - Biotorium company's product and the agreement is entered between E Biotorium Network Private Limited, a private limited company incorporated under Companies Act 2013, and having its registered office situated at e-Biotorium house, plot no. B1/1, MIDC Industrial area, Mira goan, near Amar palace hotel, Opp. A P college and A P Gym, Mira road east, Mumbai District Thane, Maharashtra India Pin code 401107. (Herein after referred to as "E Biotorium" which expression shall always include its successors and assigns);

AND

The person buying product, making due payment and completing the online KYC process to get "Direct seller registration ID" (hereinafter referred to as "Direct Seller").

RECITALS:

A. The Direct Seller has approached E Biotorium in order to be appointed on a principal-to-principal basis as a direct seller.

B. E - Biotorium has agreed to appoint the Direct Seller in accordance with the terms and conditions set out on E Biotorium's web based KYC and Web based DSA (Direct Seller Agreement).

Under the provision of the Information Technology Act, 2000, web based Direct Seller Application Form, and this Agreement as an electronic contract, are valid and enforceable and are not required to be signed by either party physically.

NOW THEREFORE, in consideration of the foregoing, and the premises and mutual agreements and covenants contained in this Agreement, the Parties hereby agree as follows:

(1) DEFINITIONS AND INTERPRETATION

Definitions. In this Agreement, the following terms and expressions shall, unless the context otherwise requires, have the meanings set out as follows:

1. "Agreement" shall mean this Direct Seller Agreement, which shall include:
 - I. The Distributor Policy and Procedures Handbook,
 - II. Speaker Guidelines and
 - III. E Biotorium Products and Specifications, a copy of which is provided as Annexure I; as amended by E Biotorium, in its discretion from time to time.

2. "Applicable Law" means any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, bye-law, permits, licenses, approvals, consents, authorizations, government approvals, directives, guidelines, requirements, or other governmental restrictions, or any similar form of a decision of, or determination by, or any interpretation, policy or administration, having the force of the law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;
3. "Confidential Information" means all non-public information disclosed by E Biotorium, its affiliates or their agents in connection with this Agreement (such entities collectively, the "Disclosing Party") to the Direct Seller and his/her agents (collectively, the "Receiving Party") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

Confidential Information includes, without limitation

- (i) non-public information relating to the Disclosing Party's technology, products, services, processes, data, customers, business plans and methods, promotional and marketing activities, finances and other business affairs,
- (ii) third-party information that the Disclosing Party is obligated to keep confidential
- (iii) the nature, content and existence of a relationship, discussions or negotiations between the Parties and
- (iv) Customer data.

Confidential Information does not include, any information that

- (i) is or becomes publicly available without breach of this Agreement (provided, however, information that is rumored or reported does not become public based only on such rumors or reports),
 - (ii) was known by the Receiving Party prior to its receipt from the Disclosing Party,
 - (iii) is disclosed to the Receiving Party from any third party, except where the Receiving Party knows or reasonably should know, that such disclosure constitutes a wrongful or tortious act, or
 - (iv) is independently developed by the Receiving Party without the use of any Confidential Information;
4. "Cooling Off Period" shall, in accordance with the terms and conditions set out on E Biotorium's web-based KYC and web based DSA (Direct Seller Agreement) under the provision of the Information Technology Act, 2000, an electronic contract is valid and enforceable, in Direct Seller

Application Form mean a period of 3 days,(three days) from the date of execution of this Agreement, within which period the Direct Seller shall be entitled to terminate this Agreement without penalty and be entitled to full refund of price for any unused and unpacked E Biotorium products purchased from E Biotorium and such product or material is returned in saleable, marketable condition;

5. "E Biotorium Products" means the products that may be manufactured, imported, or sold by E Biotorium from time to time, more fully described and attached in Annexure I of this Agreement, which annexure may be amended by E Biotorium at its sole discretion.
6. "Party" means E Biotorium or the Direct Seller individually, and "Parties" means E Biotorium and the Direct Seller collectively;
7. "Proprietary Right" means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trademarks), service marks, trade names, business names, internet domain names, e-mail address names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in confidential information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights that may subsist anywhere in the world;
8. Interpretation. In construing this Agreement:
 - a. Headings in this Agreement are inserted for ease of reference only and do not form part of this Agreement and shall have no effect on the interpretation of any of the provisions hereof.
 - b. Reference to "this Agreement" in this Agreement means this Agreement as it may be amended from time to time.
 - c. The words "hereof", "herein" and "hereunder" and other words of similar import used in this Agreement refer to this Agreement as a whole and not to any particular part of this Agreement.
 - d. Where the context so requires in this Agreement, words importing the singular number shall include the plural and vice versa.
 - e. References to a person include a body corporate and an un-incorporated association of persons; and
 - f. References to Recitals, Clauses and Annexures are references to Recitals, Clauses and Annexures of and to this Agreement, and unless otherwise stated references to this Agreement includes the Annexures hereto.

(2) APPOINTMENT OF DIRECT SELLER

- i. E Biotorium hereby appoints, as on the Effective Date, on a non-exclusive and revocable basis, the Direct Seller as a direct seller for E Biotorium Products throughout the territory of India, and the Direct Seller hereby agrees to and accepts such appointment on the terms and conditions set out herein.**
- ii. Pursuant to the above-mentioned appointment, the Direct Seller may, on a non-exclusive basis, purchase E Biotorium Products for the purpose of sale, distribution, and marketing throughout the territory of India.**

(3) OBLIGATIONS OF DIRECT SELLER

- 1) The Direct Seller shall at all times during the Term of this Agreement comply with the following obligations and restrictions, in addition to those contained elsewhere in this Agreement:**
- 2) Direct Seller shall not sell any E Biotorium Products for a price exceeding the Maximum Retail Price (MRP) mentioned on the labels of the E Biotorium Products;**
- 3) The Company does not provide any warranty and/or guarantee and/or refund and/or replacement and/or return of whatsoever nature of its products. In pursuance of the same, it shall be the duty of the Direct Seller to compulsorily make known to the prospective customers of the said policy of the company with reference to warranty and/or guarantee and/or refund and/or replacement and/or return while dealing with the prospective customers.**
- 4) The Company does not provide any insurance, installment or credit payment scheme for the products sold by the Company in view of which Direct Seller cannot make any claims with reference to above.**
- 5) Direct Seller shall always carry his/her identity card issued and shall not visit any consumer's premises without prior appointment / approval;**
- 6) Direct seller shall truthfully and clearly identify himself/herself and state the purpose of solicitation to any prospective consumer and provide complete details of his/her relationship with E Biotorium;**
- 7) Direct Seller shall provide complete explanation and demonstration as well as description of the nature of the E Biotorium Products being offered for sale, provide details of prices, terms of payment, return policies, terms of guarantee, after-sales service, complaint redressal mechanism etc. to all consumers;**

- 8) Direct Seller shall not use misleading, deceptive, or unfair sales practices, including misrepresentation of actual or potential sales or earnings, in their interaction with prospective or existing direct sellers;
- 9) Direct Seller shall not make any false or untrue claims regarding the health benefits of E Biotorium Products;
- 10) The products as offered by the Company helps for providing health benefits, which may not be tangible and/or apportioned and/or visibly seen. The prospective customers shall not be in any way be instructed and/or advised by the Direct Seller to alter and/or modify and/or change any medicines/prescriptions/medical treatments as recommended to the prospective customers by the concerned doctor as may be hired by the prospective customer.
- 11) Delivery of the goods ordered by the prospective customers with the Company shall always be subjected to availability of stock of the products.
- 12) Direct Seller shall not use misleading, deceptive or unfair trade practices for sale or recruitment of prospective direct sellers;
- 13) Direct Seller shall not require or encourage other E Biotorium direct sellers to purchase E Biotorium Products in unreasonably large quantities;
- 14) Direct Seller shall not provide any literature, marketing and/or training material to a prospective and/or existing direct seller which have not been approved by E Biotorium in writing;
- 15) Direct Seller shall not require any prospective or existing direct sellers to purchase any literature or marketing/training material or sales demonstration equipment;
- 16) Direct Seller shall not sell, promote or market E Biotorium Products on any e-commerce website, internet auction sites, internet-based classified listings or any other similar portals;
- 17) Direct Seller shall not export or sell directly or indirectly outside the territory of India any E Biotorium Products or any literature, sales aids, promotional material regarding E Biotorium Products.
- 18) Direct Seller shall not make any factual representation to a prospective customer that cannot be verified or make any promise that cannot be fulfilled;
- 19) Direct Seller shall not present any advantages of direct selling to any prospective direct seller in a false or deceptive manner;

- 20) Direct Seller shall not make or cause, or permit to be made, any representation relating to E Biotorium's business, including remuneration system and agreement between, or relating to E Biotorium Products which is false or misleading
- 21) Direct seller shall not receive and/or demand any sale consideration or any part of it pursuant to the sale of the products of the Company in cash and/or in kind in his personal and/or affiliates bank account. It shall be non-revocable obligation of the Direct Seller to provide the bank details of the Company for the transfer of sale consideration of the products of the Company.
- 22) Direct seller shall not demand any token money/earnest money from the prospective customers for the products ordered.
- 23) Direct Seller shall not use, or cause or permit to be used, fraud, coercion, harassment, unconscionable or unlawful means in promoting its direct selling practice,
- 24) Direct seller shall not disparage and/or defame the Company in any manner in front of the prospective customers.
- 25) Direct seller shall necessarily communicate to the prospective customers that they shall be solely responsible for the products bought after inspection of the products of the Company. Notwithstanding, in case, the goods tend to be defective, prospective customers would always have the option to not accept the products in its defective condition of which loss shall be borne by the Direct Seller if the goods were not defective during the inspection of the Direct Seller during pick up from authorized centers of the Company.
- 26) Direct Seller shall comply with all Applicable Laws, in the conduct of his/her business. The Direct Seller shall be responsible for obtaining any applicable registration, license, approval or authorization, including tax registrations, to carry on the business as a Direct Seller. Copies of such registrations, licenses, approvals and authorizations shall be provided to E Biotorium upon request;
- 27) Direct Seller shall maintain all requisite books, accounts and records in compliance with Applicable Law;

The Direct Seller agrees and acknowledges that the obligations and restrictions contained in this Clause 3 are not exhaustive, and are in addition to other obligations that may be imposed on the Direct Seller from time to time, including those contained in the Distributor Policy and Procedures Handbook.

(4) ORDER CONFIRMATION & PROCESS THEREAFTER

The Direct seller, after the confirmation of order from the prospective customers, shall be required to do the following-

- (i) Immediately contact the company & enquire about the availability of the stock of the product ordered by the prospective customers. In case of non-availability, the same shall immediately be informed to the prospective customer without any delay or demur.
- (ii) In case of availability, procure the product from the pickup centers authorized by the Company. During such procurement from authorized pick-up centers, the Direct Seller shall necessarily carry out thorough inspection of the products for any defects of whatsoever nature. It shall be only upon satisfaction of such inspection; the Direct Seller shall accept the delivery of product from authorized pick-up centers of the company.
- (iii) After such procurement upon satisfaction by the Direct Seller, he shall deliver the product to the prospective customers through any mode as may be desirable to the Direct Seller. Notwithstanding anything, the Company shall not be in any way be responsible for any damage of whatsoever nature to the products during the transit from the authorized pickup centers of the Company. If any damage is caused to the products as ordered by the prospective customers during transit, the Direct Seller shall be solely responsible for the same & the company shall not in any way be asked to replace/repair/refurbish the products of the company. Any loss caused during transit shall be borne by the Direct Seller.
- (iv) Upon delivery to the prospective customer, the Direct Seller shall necessarily ask the prospective customer and/or its agents as may be specifically assigned by the prospective customer to inspect the product delivered for any defects of whatsoever nature. The Direct Seller shall further communicate to the prospective customer, that after necessary inspection, the prospective customer shall only purchase the product after due satisfaction and if the said products as ordered are accepted, the prospective customer shall be liable to waive off any right of warranty and/or guarantee and/or refund and/or replacement and/or return from the Company.
- (v) Upon acceptance of product, the Direct Seller shall provide the Bank details of the Company for immediate IMPS/NEFT and/or any other mode of instant transfer for the payment of consideration towards the products sold by the Direct Seller. It shall be responsibility of the Direct Seller to ensure that the consideration of the products sold is

received by the Company and only upon such receipt by the Company,

(vi) The Direct Seller shall handover the possession and/or ownership of the products to the prospective customer.

(5) OBLIGATIONS OF THE COMPANY.

- A. The Company shall provide upon execution of this Agreement an identity card to the Direct Seller which shall necessarily contain the name, address of the Direct Seller, Identity of the Company including address of the place of business of the Company. The Company shall also provide a Brochure of the business of the Company to the Direct Seller for the purposes of conducting business of the Company.
- B. The Company shall provide all necessary, accurate and complete information with respect to demonstration of the products of the Company, its prices, terms of payment, return, exchange, refund policy to the Direct Seller which can then be communicated to prospective customers.

(6) PAYMENT TO THE DIRECT SELLER

- a. The company shall pay to the Direct Seller a bonus on the basis of its sales performance as made by Direct Seller after every 12 hours.
- b. Bonus paid to the Direct Seller depends on the company policy and upon the type of products sold and also depends on the price on which the said product has been sold by such Direct Seller.
- c. The company may change its policy for payment of the bonus without prior notice to the Direct Seller and that the Direct Seller hereby agrees to accept the same.

(7) TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue in force until terminated by either Party in accordance with the below mentioned provisions ("Term").

- a) Termination. Notwithstanding anything contained herein, this Agreement may be terminated at any time:
 - i. by the mutual consent of Parties;
 - ii. by E Biotorium upon providing the Direct Seller not less than seven days' written notice;
 - iii. by E Biotorium, in the event of any breach or default by the Direct Seller of any of the Direct Seller's obligations under this Agreement or under Applicable Law, and upon the failure of the Direct Seller to cure or rectify such breach or

default within a period of 30 (thirty) days of receiving notice of the same;

- iv. by the Direct Seller upon providing E Biotorium not less than seven days' notice
 - v. By the Direct Seller where he/she has made no sale of E Biotorium Products for a period of 6 (six) months from the Effective Date, or since the date of the last sale made by the Direct Seller.
- b) Company may terminate the agreement with the distributor on ground of any reason which shall not be limited to the following:
- 1) On non-compliance with the provisions of the agreement, declaration, etc. and discipline of the Company.
 - 2) For reasons of non-performance with the business activities of the company. If the Up line turns out to be non-performer for a period of ten days with 0 (Zero) income, then the distributor can join other Up line. (Terms and conditions apply).
 - 3) For any unethical or prejudicial work to the interest of the company. For e.g. If the distributor has already been assigned a Distributor ID (on basis of Pan Card) and the distributor tries to join any other Cross Line with other Sponsor (on basis of the same Pan Card), then his attempt to create a new ID shall be considered unethical and shall be blocked permanently.
 - 4) For breach of any term and condition of the agreement and marketing plans. For e.g. Swiping to Cross Line and Power Leg is considered to be a breach of marketing plans.
 - 5) In case information given is found to be misleading/wrong/false.
 - 6) If he/she is found to be convicted on any offence punishable under law for the time being in force.
 - 7) If he/she is declared bankrupt/insolvent.
 - 8) If he/she migrates to other country.
 - 9) Where company deems it necessary to terminate him/her, in the interest of other distributors connected with his/her group/team.

Termination of the distributor means termination of:

- 1) All rights and entitlements as distributor of the Company.
- 2) Identification as a distributor of the Company.
- 3) Right to go to any Company's office and attend Company's meetings/seminars.

All Company's trademarks, names, photos, literatures,

customer data, etc. shall remain the property of the Company. Within 10 days of the termination he/she shall return all articles and information that may have handed over to him by the Company. He/she shall cease to use things entrusted to him/her by the Company.

c) Consequences of Termination. Termination in accordance with this Agreement shall not prejudice or affect any right or action or remedy that has accrued or shall thereafter accrue in relation to either Party. Termination or expiration of this Agreement shall not affect any Fees or payments due from the Direct Seller to E Biotorium that are incurred and become due prior to the date of termination, nor relieve any Party from liability incurred prior to termination or expiration. Upon termination, the Direct Seller will lose all privileges, rights, bonuses or margins otherwise payable to him/her as a direct seller.

d) Survival. Clauses 7 (Indemnification), 4 (Terms and Termination), 8 (Limitation of Liability), 9 (Confidentiality), 10 (Ownership Rights) and 13 (Miscellaneous) will survive the termination of this Agreement.

e) Resignation Policy

Resignation letters shall be uploaded through Distributor ID along with proper signatures and details. The cooling period after resignation will be minimum 45 days to maximum upto 6 months. The company reserves the right to decide the maximum period for him/her.

During the cooling period the distributor shall not be active under or with any other distributors associated with the company. If he/she is found to breach the abovementioned condition then he/she shall be committing an unethical act and his/her ID will be blocked permanently by the company.

Couples are considered the same entity as per the rules of the Company and thus if any one of them resigns or is terminated the other will not be allowed to continue his/her association with the Company.

(8) REPRESENTATIONS AND WARRANTIES

The Direct Seller hereby represents and warrants to E Biotorium as follows:

(i) He/she has full power and authority to execute, deliver and perform his/her obligations under this Agreement and to carry out the transactions contemplated hereby;

(ii) He/she has taken all necessary actions under Applicable Law for

the execution, delivery and performance of this agreement;

(iii) This Agreement will constitute a legal, valid and binding obligation enforceable against him/her in accordance with the terms hereof; and

(iv) He/she has attained the age of majority in India.

(9) INDEMNIFICATION

1) Indemnification. The Direct Seller (in this context, the "Indemnifying Party") will defend, indemnify and hold harmless the E Biotorium and its affiliates, and each of their directors, officers, employees and agents (collectively, the "Indemnified Parties"), from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees) arising from or relating to any claim, action or proceeding (each a "Claim") brought by any third party based upon:

(i) any actual breach of representations, warranties or covenants set forth in this Agreement;

(ii) any violation of this Agreement, E Biotorium's policies and procedures, rules and regulations, E Biotorium's marketing program manual or guidelines or any other directive of E Biotorium;

(iii) engaging in any conduct that is not authorized or that is specifically prohibited by E Biotorium under this Agreement;

(iv) any claim, demand or action initiated by a customer/consumer of the Direct Seller, in respect of which E Biotorium has no responsibility;

(v) any actual violation of law, gross negligence, willful misconduct, or fraud.

2) Indemnification Procedure. The Indemnified Parties will cooperate with the Indemnifying Party in the defense of any Claim. Any Indemnified Party may participate in the defense at its own expense. If at any time, any Indemnified Party reasonably determines that any Claim might adversely affect any Indemnified Party, such Indemnified party may take control of the defense of the Claim at such Indemnified Party's expense (without limiting the Indemnifying Party's indemnification obligations), and in such event such Indemnified Party and its counsel will proceed diligently and in good faith with such defense. Indemnifying Party will not consent to the entry of any judgment or enter into any settlement without the Indemnified Parties' prior written consent, which may not be unreasonably withheld.

(10) LIMITATION OF LIABILITY

E Biotorium will not be liable to the Direct Seller for any incidental or

consequential damages (including lost profits, lost data or loss of good will) arising out of this Agreement.

(11) CONFIDENTIALITY

- I. Non-Disclosure. The Receiving Party shall
 - (i) hold all Confidential Information in confidence and shall not disclose the Disclosing Party's Confidential Information to anyone, at any time, other than persons who have a need to receive such Confidential Information to comply with the terms of this Agreement; and
 - (ii) protect the Disclosing Party's Confidential Information against unauthorized access, use, disclosure, destruction, loss or alteration using the same degree of care that the Disclosing Party uses to protect his/her own highly sensitive and/or proprietary information, but in no event less than a reasonable degree of care.
- II. Restrictions on Use. The Receiving Party shall not use the Disclosing Party's Confidential Information for his/her own benefit or for the benefit of third parties, or for any purpose other than as necessary for the Receiving Party under this Agreement.
- III. Breach Notification. Upon becoming aware of any unauthorized access to or disclosure, use, loss, damage or destruction of any Confidential Information, the Receiving Party shall promptly notify the Disclosing Party in writing.
- IV. Return or Destruction. Within 10 (ten) days of an express request or termination of this Agreement, the Receiving Party shall return all Confidential Information received under this Agreement, including all copies or partial copies thereof in any form or format to the extent technically feasible to do so. If it is not technically feasible to return all information and the Disclosing Party consents in writing, Receiving Party shall destroy such information using such methods as are reasonably acceptable to the Disclosing Party.
- V. Terms of Agreement. The Direct Seller shall not disclose the terms of this Agreement to any third parties without the prior written consent of E Biotorium, except that Direct Seller may disclose its terms
 - (i) in confidence, to his/her accountants, legal counsel, tax advisors and other financial and legal advisors; or
 - (ii) As required during the course of litigation.
- VI. Compelled Disclosure. If the Direct Seller becomes legally compelled (by Applicable Law or by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a

government body) to disclose any of E Biotorium's Confidential Information or the terms of this Agreement, Direct Seller shall provide E Biotorium with prompt prior written notice (to the extent legally permitted) of any such requirement so that E Biotorium may seek a protective order or other appropriate remedy, and the Direct Seller shall provide all assistance reasonably necessary for E Biotorium to seek such order or remedy. In the event that E Biotorium does not obtain such protective order or other remedy, then the Direct Seller may disclose only that portion of the Confidential Information or terms of this Agreement that is legally required to disclose.

(12) PROPRIETARY RIGHTS

1. Ownership. Parties agree that, except as expressly provided to the contrary, this Agreement does not transfer ownership of any Proprietary Rights in any E Biotorium Materials. E Biotorium shall retain ownership of the E Biotorium Materials.
2. License Grant. E Biotorium grants to the Direct Seller, on a non-exclusive, revocable basis, limited license to use the E Biotorium Materials solely for the purpose of acting as a direct seller in accordance with this Agreement.
3. Restrictions. Except to the extent authorized or permitted in this Agreement or by law, Direct Seller shall not:
 - (i) use the E Biotorium Materials in any manner without the prior consent of E Biotorium;
 - (ii) incorporate, bundle, integrate or link E Biotorium Materials into any documentation or materials used by the Direct Seller;
 - (iii) copy, transfer or distribute the E Biotorium Materials (electronically or otherwise);
 - (iv) sublicense or assign the license for the E Biotorium Materials.

(13) INDEPENDENT CONTRACTOR

The Parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency or partnership between the Parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between E Biotorium and the Direct Seller.

(14) NO EXCLUSIVITY

The appointment of the Direct Seller under this Agreement is not exclusive and the Direct Seller acknowledges and agrees that E Biotorium may appoint any other third party as a direct seller with

respect to the same E Biotorium Products for the same territory, without the consent of the Direct Seller.

(15) MISCELLANEOUS

1. Notices. Any notice or other communication under this Agreement given by any Party to the other Party will be in writing and, to be effective, must be delivered by registered letter, receipted commercial courier, or electronically receipted facsimile transmission (acknowledged in like manner by the intended recipient) at the address specified below. Either Party may from time to time change the addresses or individuals specified in this Clause by giving the other Party notice of such change in accordance with this Clause.
 - A. Notice to E Biotorium:
Name: Compliance Department
Address: E-Biotorium house, plot no. B1/1, MIDC Industrial area, Mira goan, near Amar palace hotel, Opp. A P college and A P Gym, Mira road east, Mumbai District Thane, Maharashtra India Pin code 401107.
 - B. Notice to Direct Seller: As details provided in the agreement, as per E Biotorium record and KYC filed with the company.
2. Waiver; Remedies. A waiver of any breach or default under this Agreement will not constitute a waiver of any other or subsequent breach or default. The failure of either Party to enforce any term of this Agreement will not constitute a waiver of such Party's rights to subsequently enforce the term. The remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity.
3. Severability; Entire Agreement. If any term of this Agreement is held to be invalid, such invalidity will not affect the remaining terms. This Agreement, together with the attached Annexure represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreements regarding such subject matter. This Agreement may be executed by facsimile and in counterparts, which together will constitute one and the same agreement.
4. Governing Law. This Agreement will be governed by the laws of India. Subject to Clause 13.5 below, the Parties hereby irrevocably consent to the exclusive jurisdiction of courts located at Mumbai, India, with respect to any claims, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated hereby.

5. **Dispute Resolution.** All disputes and differences arising out of or in connection with this Agreement, if not resolved within 15 (fifteen) days through discussion between the Parties, shall be referred to the arbitration of an arbitrator appointed by a director of E Biotorium. The decision and award determined by such arbitration will be final and binding upon the Parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings shall be conducted in English and the venue of the arbitration shall be Mumbai. The arbitrators shall pass a reasoned award in writing within 4 (four) months of the date of the appointment of the Presiding Arbitrator.
6. **Force Majeure.** Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations (other than payment) under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 (three) months, the Party not affected may terminate this Agreement by giving 45 (forty-five) days' written notice to the affected Party, and the effects of termination described in Clause 5.2 shall become applicable

This web based agreement is executed by each Party, the "Direct seller" who is allotted the "Direct seller registration ID" and the Compliance Officer on behalf of E BIOTORIUM NETWORK PRIVATE LIMITED in token of acceptance of the terms and conditions elaborated here above.

ANNEXURE I (Attached and Provided Separately)

This annexure is in accordance with the Clause 1 sub clause 1.1(i) of Direct Seller Agreement of E Biotorium Network Pvt. Ltd.

1. Policy and Procedure Handbook
2. E Biotorium Product and Specifications.
3. Direct Sellers Terms & Conditions
4. Policy Guidelines for Presentation