



DIRECT SELLER AGREEMENT TERMS AND CONDITIONS

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 – Terms and Conditions

These Terms and Conditions are to be read together with the Company Policies & Procedures Handbook, DSOP (Direct Seller Orientation program), Speaker guidelines, E Biotorium Product Information and collectively they constitute a binding contract between E Biotorium Network Pvt. Ltd (Company) and DirectSeller signing this terms and conditions.

1. Definitions:

a) **Direct Seller:** shall mean a person appointed by the Company on a principal –to-principal basis through this Direct Seller Contract to undertake sale, distribution and marketing of E Biotorium products and services and to register Preferred Customers. An E Biotorium Direct Seller may introduce or sponsor another direct seller and support them to build their direct selling business of E Biotorium products & services.

b) **Direct Seller Contract:** shall mean and include the following:

- i. The Direct Seller Application Form;
- ii. These Terms and Conditions forming part of Direct Seller Application;
- iii. The E Biotorium Compensation Plan; and
- iv. The Policies and Procedures Handbook; as amended from time to time. The Company may notify any such amendment on its website, www.EBiotorium.co.in

c) **Territory:** shall mean the Republic of India.

d) **Effective Date:** shall mean the date of submission of the duly filled Direct Seller Application, subject to approval by E Biotorium India Kangen Water Pvt. Ltd.

2. Legal Requirement:

Applicant confirms that he/she is above the age of 18 years, of sound mind and not disqualified from contracting by any law. Applicant is entering into this contract with free consent after undertaking mandatory orientation session about direct selling and remuneration system of the Company.

3. Applicant must submit the following

- a) Copy of the Government issued Identity Card
- b) Copy of residential proof
- c) Copy of Permanent Account Number (PAN) Card
- d) Passport size photograph
- f) Cancelled bank Cheque.

(Any of the following document could be furnished as proof of address; Adhar Card/Voter ID/Driving License/Ration Card/Passport)

4. Distributorship/Direct Selling:

E Biotorium appoints, without requirement/compulsion to buy the product, as of the Effective Date, the individual(s) identified in the above Direct Seller Application, or if applicable, the legal entity listed therein (the "Entity"), as a Direct Seller of E Biotorium Products and services, and the Applicant(s) agree(s) to such appointment. As of the

Effective Date and upon receipt of ordering information and completion of any required formalities, the Direct Seller may, on a Non-exclusive basis, within the Territory as may be communicated by the Company, and otherwise in accordance with the Direct Seller Contract, purchase E Biotorium Products from the Company in order to sell, distribute and market the same, and also register Preferred Customers.

5. Registration

Company reserves the right, at its sole discretion, to accept or refuse any application. E Biotorium do not charge any registration, joining or renewal fee. Upon acceptance the person will remain a direct Seller for a period of 24 months. To keep the Direct Seller status beyond this period the Direct Seller needs to demonstrate his/her activity during the past 12 months.

6. Duration:

This Direct Seller Contract, shall remain valid and continue to remain in full force unless terminated earlier by either party with or without cause by giving notice according to the provisions given in Policies and Procedure Handbook.

7. Cooling Off Period:

Newly joined Direct Seller shall have a cooling off period of three (3) days to cancel the contract and receive full refund for any unused and unpacked E Biotorium products purchased from E Biotorium and such product or material is returned in saleable, marketable condition.

8. Commission or Incentives:

Commission or incentive to Direct Seller are paid solely based on the sale of products and no payment will be made only for recruitment of new Direct Seller. Company has right to adjust commission and bonuses paid on cancellation of Direct seller in the down line.

9. Obligation of Direct Sellers:

1. Direct Seller shall carry the Identification card (ID Card) issued by the Company and will seek prior appointment with the customer for initiation of sale, Direct Seller shall identify themselves and the Company, provide contact details to customer and would truthfully represent the nature of products in the manner consistent with the claims authorized by the Company.
2. Direct Seller would provide accurate and complete explanations and demonstrations of goods, time and place to inspect the sample and take delivery, prices, credit/payment terms, terms of guarantee, after-sales service, goods return policy, right to cancel the order and complaint redressal mechanism of the Company.
3. Direct Seller shall be guided by provisions of Consumer Protection Act 1986 and shall comply with Direct Selling guidelines 2016, be responsible for payment of any tax liability on their earning and all local and municipal laws, ordinances, rules, and regulations, guidelines and shall make all reports and remit all withholdings or other deductions as may be required by any such law.
4. The Direct Seller shall, throughout the validity of this Direct Seller Contract, strictly adhere to all applicable laws, regulations and other legal obligations that affect the operation of his/her/their business. The Direct Seller shall be responsible for obtaining any applicable registration, license, approval or authorization, to carry out

the business as Direct Seller, copy of which shall be provided to the Company upon request.

5. Direct Seller shall not use misleading deceptive or unfair trade practices and not misrepresent actual or potential sales/earning advantages of direct selling. Direct Seller shall not make any false representation/promise relating to direct selling, earning potential, remuneration system etc.

10. No Assignment:

Direct Seller shall not assign any rights or delegate his duties under this Agreement without the prior written consent of Company.

11. No Employment Relationship:

Direct Seller confirms that he/she/they has/have entered into this contract as an independent contractor. Nothing in this agreement shall establish either an employment Relationship or any other labor relationship between parties or a right for Direct Seller to act as a procurer, broker, commercial agent, contracting representative or other representative of the Company.

12. Right to Modification:

Company expressly reserve the right to alter, modify or amend product prices, policies and procedure, product availability and compensation plan, agreement through notices/News on its website www.E Biotorium.co.in If the Direct Seller do not agree to be bound by the said amendment he/she may terminate the contract with immediate effect by giving a written notice to the Company, otherwise Independent Distributor's continued relationship with the company will constitute an affirmative acknowledgment by the Direct Seller to having agreed to such amendment and be bound by the same.

13. Termination of Direct Seller Contact:

Company reserves the right to terminate the Direct Seller who fails to adhere any of the terms and conditions/policies and procedure of the Company.

14. Advertisement:

Direct Seller is allowed to advertise the E Biotorium products on his personal digital & Social media channels, however Direct Seller is strictly prohibited from selling or promoting company products on internet shopping or auction sites.

15. Severability Clause:

If any provision of these Terms and Conditions is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. Governing Law:

The Direct Seller Contact and all questions of its interpretation shall be governed by and construed in accordance with the laws of Republic of India, without regards to its principles of conflicts of laws. The Agreement is civil in nature and hence, it is to be governed and construed in accordance with the Indian Contract Act, 1872, the Code of Civil Procedure and other applicable laws of India.

17. Dispute Settlement:

Any dispute arising out of this agreement or in any manner touching upon it, the same shall be settled through arbitration under Arbitration and Conciliation Act 1996 with all

statutory amendments, by a sole arbitrator to be appointed by a Director of the Company, who may be specifically authorized by the Board of Directors of the Company in this regard. The venue of arbitrator shall be Bangalore.

18. Limitation of Liability:

Companies Liability whether under contract or otherwise, arising out of or in connection with this contract shall not exceed the less of a) actual damages or loss accessed by the arbitrator b) the total commission earned by the Direct Seller during the six months' period preceding the date of the dispute.

Declaration: The Direct Seller Terms and Condition constitutes the contractual offer of the undersigned individual addressed to E Biotorium Network Pvt. Ltd. (E Biotorium) to enter into a 'Direct Seller' agreement with E Biotorium Network Pvt. Ltd. and under the company policy, procedures, terms & condition specified herewith/in the application form/below.

The applicant hereby certifies that he/she/M/s. are legally competent to do business in India and not bound by any legal requirement restricting or prohibiting his/her appointment asan E Biotorium Network Pvt. Ltd. Company's Direct Seller.

By signing this terms and condition, I/We confirm that I/We have been provided with or have undergone orientation Program which provided fair and accurate information on all aspects of E Biotorium Network Pvt. Ltd. company's direct selling operation, about joining, its remuneration system, its refund and return policy, expected remuneration and related rights and obligations as governed under the E Biotorium Policy and Procedures, Code of Ethics, Direct Seller Orientation Program.

I/We do hereby declare that the information finished above is true and I/We legally competent to enter into Direct Seller Contract and signing it under my own free will.
