

## DIRECT SELLER AGREEMENT

This Direct Seller Agreement ("Agreement") is entered into by and between:

**E Biotorium Network Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office located at E-Biotorium House, Plot No. B1/1, MIDC Industrial Area, Mira Goan, Opp. A P College and A P Gym, Mira Road East, Thane District, Maharashtra, India - 401107 (hereinafter referred to as "E Biotorium" or the "Company"), which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns.

AND

An individual who has completed the registration process, submitted valid Know Your Customer (KYC) documents, and purchased products from the Company, thereby receiving a Direct Seller Registration ID (hereinafter referred to as the "Direct Seller"), which term shall include their legal heirs, representatives, and permitted assigns.

### 1. RECITALS

- a. The Direct Seller is desirous of being appointed by E-Biotorium to engage in the marketing, distribution, and sale of E-Biotorium Products within the territory of India, on a principal-to-principal basis.
- b. The Company is engaged in the business of developing, distributing, and marketing a wide range of wellness, healthcare, and lifestyle products.
- c. The parties intend that their relationship shall be governed exclusively by this Agreement and shall not be construed as an employer-employee, agent-principal, or partnership relationship.

This Agreement is executed electronically under the provisions of the Information Technology Act, 2000, and does not require physical signatures.

### 2. DEFINITIONS

- a. Agreement shall mean this document, inclusive of all Annexures, amendments, policies, guidelines, and notifications issued by the Company from time to time.
- b. Cooling-Off Period means a duration of seven (7) days from the date of execution of this Agreement during which the Direct Seller may terminate this Agreement without penalty and shall be entitled to a full refund for any unused, unpacked E Biotorium Products returned in saleable condition.
- c. Products or E Biotorium Products means the goods and services marketed and sold by E Biotorium either manufactured, imported, or procured under its brand name.
- d. Confidential Information means any non-public, proprietary, and sensitive information including but not limited to customer data, marketing strategies, trade secrets, and product formulations.
- e. "Applicable Laws" includes all central, state, and local laws, rules, regulations, statutes, and notifications applicable to direct selling, consumer protection, contract enforcement, and packaging and labelling, including but not limited to:
  - i. Consumer Protection Act, 2019



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- II. Consumer Protection (Direct Selling) Rules, 2021
- III. Indian Contract Act, 1872
- IV. Legal Metrology Act, 2009
- V. Information Technology Act, 2000
- VI. E-commerce Rules, 2020

### 3. APPOINTMENT AND SCOPE

- a. The Company hereby appoints the Direct Seller on a non-exclusive, revocable basis to promote, market, and sell its Products within India.
- b. The Direct Seller agrees to promote the Products in accordance with the terms of this Agreement and Company's Code of Conduct, and applicable legal requirements.
- c. The Direct Seller is not authorized to act as a representative or legal agent of the Company and shall not create or assume any obligation on behalf of the Company.

### 4. OBLIGATIONS OF THE DIRECT SELLER:

The Direct Seller agrees and undertakes to:

- a. Conduct business ethically and in accordance with Applicable Laws.
- b. Refrain from using misleading, deceptive, unfair, coercive, or fraudulent sales practices in any form. This includes, but is not limited to, misrepresenting actual or potential earnings, overpromising benefits, providing incomplete or incorrect information, or using undue influence during the recruitment of new direct sellers or the sale of products to consumers.
- c. Not sell Products at a price exceeding the Maximum Retail Price (MRP).
- d. Clearly disclose the Company's policies regarding returns, refunds, and product warranties to all prospective consumers.
- e. Avoid making false claims regarding the Products, especially with respect to health or medicinal benefits.
- f. Avoid compelling other sellers or prospects to purchase Products or training material.
- g. Abstain from selling Products through e-commerce platforms, internet auctions, or social media marketplaces unless expressly approved in writing by the Company.
- h. Make all payments received from customers directly into the bank account designated by the Company. No personal or affiliate accounts shall be used for transaction purposes.
- i. Carry identification issued by the Company and maintain professional conduct while interacting with consumers.
- j. Provide complete and truthful information regarding the nature of the Products, usage instructions, pricing, payment terms, and complaint redressal mechanisms.
- k. Refrain from engaging in cross-lining or multiple IDs using the same documentation (e.g., PAN card).



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- l. The Company does not offer any form of insurance coverage, instalment facility, or credit-based payment mechanism for its products. Accordingly, the Direct Seller shall not represent or imply to any prospective customer that such facilities are available, nor shall the Direct Seller make any claims, promises, or assurances related to such services.
- m. The Direct Seller shall not export or sell, directly or indirectly, any E Biotorium Products, or distribute any literature, promotional materials, or sales aids related to the Products outside the territorial boundaries of India without prior written authorization from the Company.
- n. The Direct Seller shall not make any representation, assurance, or commitment to any customer that cannot be substantiated or fulfilled. No false or unverifiable claims relating to product efficacy or potential income may be made.
- o. The Direct Seller shall not disparage or defame the Company, its products, services, or management in any public or private communications, especially in front of prospective or existing customers.
- p. The Direct Seller shall clearly inform every prospective customer that they are responsible for inspecting the Products prior to purchase. If the customer detects a defect during inspection, they may reject the delivery without obligation. If a product was defect-free at the time of pickup and the customer later rejects it as defective, the Direct Seller shall bear the financial liability.
- q. The Direct Seller shall ensure compliance with all Applicable Laws and secure any registrations, licenses, or approvals required to conduct business, including tax registrations. Copies of such documentation shall be provided to the Company upon request.
- r. The Direct Seller shall maintain accurate and updated books, records, and accounts in accordance with Applicable Law and industry best practices.
- s. The Direct Seller shall not require, coerce, or encourage any other E Biotorium Direct Seller to purchase products in unreasonably large quantities that are not intended for genuine consumer use or resale.
- t. The Direct Seller shall not provide or promote any literature, marketing, training material, or sales demonstration equipment to prospective or existing direct sellers unless such material has been expressly approved in writing by E Biotorium. Furthermore, the Direct Seller shall not require any other person to purchase such material as a condition of joining or continuing in the business.
- u. The Direct Seller herein agrees that the Direct selling entity has established a "Grievance Redressal Mechanism" for consumers and Independent Direct Sellers to redress their grievances and complaints.
- v. A Direct Seller may operate, receive compensation from, or have an ownership interest, legal or equitable, as a member, sole proprietorship, shareholder, trustee, or beneficiary in only one Business. However, notwithstanding this rule, a Direct Seller's family member may also Enrol as a Direct Seller and operate a second Business as long as the family member's Business is placed below one of the Direct Seller's Business Team and not in a Crossline



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Team. The family member's Business must be a bona fide independent Business that is operated by the Direct Seller.

w. Professional Conduct

- I. An E Biotorium Direct Seller shall at all times conduct himself or herself in a courteous and considerate manner and shall not engage in any high-pressure selling but shall make a fair presentation of E Biotorium Products and the E Biotorium Compensation Plan including, when and where appropriate, demonstrations of such products.
- II. An E Biotorium Direct Seller shall never impose himself or herself upon his/her prospective customer and shall:
- III. Always take a prior permission or appointment before approaching a prospective customer and indicate the purpose of his or her visit and identify himself or herself as an E Biotorium Direct Seller.
- IV. Provide the following information to the customer at the time of sale:
  - a. His/her name, address and telephone number along with that of E Biotorium.
  - b. Carry identity card provided by E Biotorium along with any photo ID's issued by any Government agency.
  - c. Fix time & place for inspection of the sample and delivery of goods, if customer so desires.
- V. If the customer indicates a desire to terminate the interview, the E Biotorium Direct Seller shall immediately do so and shall leave the premises of the customer.
- VI. The E Biotorium Direct Sellers at all times shall make a fair presentation of E Biotorium products. Direct Seller will also direct his or her customer's attention to directions for using the product, and to cautions, if any, which may be included on the label for products.

5. OBLIGATIONS OF THE DIRECT SELLING ENTITY: The Direct Selling Entity, M/s E Biotorium Network Private Limited (hereinafter referred to as "E Biotorium"), hereby covenants and undertakes the following obligations towards the Direct Seller:

- a. The Company affirms that:
  - I. It does not engage in or support any pyramid or money circulation schemes.
  - II. No compensation, incentive, or benefit shall be provided to any Direct Seller for merely recruiting or enrolling new participants.
  - III. The compensation structure is entirely based on the actual sale, marketing, and distribution of goods and services.
  - IV. The Company shall not levy any registration, entry, subscription, or demonstration equipment fees upon the Direct Seller.
- b. The Company offers a buyback guarantee and shall:



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- I. Refund 100% of the amount for goods returned in marketable condition within seven (7) days of receipt along with the original invoice.
  - II. Provide no refund for products returned in unmarketable condition.
  - III. Permit return or exchange within seven (7) days in case of manufacturing defects or substandard quality upon production of invoice and valid identity / address proof.
- c. The Company shall provide:
- I. Instruction manuals, catalogues, and promotional pamphlets for sales support.
  - II. Mandatory orientation and product training to all appointed Direct Sellers.
  - III. A unique identification number and password for secure access to the Direct Seller's personal account on the Company's website.
  - IV. The Company shall issue a photo identity card to the Direct Seller, which must be surrendered or destroyed upon termination or expiry of this Agreement.
- d. The Company reserves the right to reject the application of any Direct Seller if submitted KYC documents are incomplete, false, counterfeit, or non-compliant with government guidelines.
- e. All official communications shall be deemed delivered when sent to the Direct Seller's registered address, email ID, or mobile number via registered post, courier, email, or WhatsApp. The Direct Seller must inform the Company of any changes in contact information, failing which non-delivery claims shall not be entertained.
- f. The Company retains exclusive rights over its trademarks, logos, and branding, and unauthorized use is strictly prohibited.
- g. Transaction and Financial Terms
- I. All payments and transactions shall be made in Indian Rupees (INR).
  - II. Incentives shall be subject to applicable statutory deductions such as TDS and GST.
  - III. All sales incentives paid shall be inclusive of applicable taxes.
  - IV. The Company shall maintain accurate sales and purchase records on behalf of the Direct Seller in accordance with applicable laws.
  - V. Grievance Redressal: The Company shall maintain an internal grievance redressal mechanism for addressing complaints or disputes raised by Direct Sellers, as annexed to this Agreement.
- h. Modification and Amendments: The Company reserves the right to amend or modify any part of this Agreement, the Compensation Plan, or its policies, with or without prior notice. Such changes shall be communicated via the Company's official website and shall be binding upon all Direct Sellers from the date of publication. However, if any Direct Seller disagrees with and does not wish to be bound by these changes, they have the option to terminate this agreement within 30 days of such notification. To do so, the Direct Seller must provide a written notice expressing their objections to the E-Biotorium. If a Direct Seller continues their involvement in the Direct Selling business without submitting



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objections, it will be presumed that they have accepted all modification and amendments to the terms and conditions for future activities.

- i. No Guarantee of Income: The Company does not guarantee or assure any fixed income or facilitation fees. The earnings of the Direct Seller shall be solely contingent upon the actual sales and performance in accordance with the Compensation Plan.
- j. Quality and Consumer Interests: The Company shall ensure that the goods and services provided are of satisfactory quality and shall provide necessary guidance to Direct Sellers to uphold consumer interests.

## 6. ORDER CONFIRMATION & PROCESS THEREAFTER

- a. Upon receiving an order confirmation from a prospective customer, the Direct Seller shall comply with the following procedures:

- i. The Direct Seller shall immediately contact the Company to verify the availability of the product(s) ordered. In case the product is not available in stock, the Direct Seller shall promptly inform the prospective customer without any delay or demur.
- ii. If the product is available, the Direct Seller shall procure the product from an authorized pickup centre designated by the Company or from the company itself.
- iii. Direct Seller shall deliver the product to the prospective customer using a mode of transport at their discretion. It is expressly agreed that the Company shall not be held responsible for any damage to the product during transit from the pickup centre to the customer. The Direct Seller shall bear full responsibility for any such damages, and the Company shall not be required to replace, repair, refurbish, or compensate for the affected product.
- iv. Upon delivery, the Direct Seller shall request the prospective customer and/or their authorized agent to inspect the product for any defects. The Direct Seller must communicate that the customer is required to conduct a proper inspection prior to acceptance. Upon satisfaction and acceptance, the customer waives all rights to seek a refund, replacement, repair, guarantee, or warranty from the Company for that product.
- v. Following the customer's acceptance, the Direct Seller shall provide the official bank details of the Company and request the customer to make an immediate payment via IMPS, NEFT, or other instant transfer methods. It is the responsibility of the Direct Seller to ensure that the payment is received by the Company.
- vi. Only upon successful receipt of the payment into the Company's designated bank account shall the Direct Seller formally hand over possession and/or ownership of the product to the customer.

## 7. Transfer of Sponsorship

- a. In the event that a Downline fails to generate any earnings for a continuous period of two hundred & fifty (250) days, the Company may, at its sole discretion, permit the Downline to request a transfer of sponsorship to a different Upline. Such transfer shall be subject to the Company's policies, procedures, and applicable terms and conditions in effect at the time of the request. The Downline must submit a written application for the proposed transfer, along with any documentation the Company may reasonably require. Approval of any such request shall be at the sole and absolute discretion of the Company, and the Company reserves the right to reject any request without assigning any reason.

## 8. COMPENSATION AND BONUSES



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- a. Direct Sellers are entitled to sales bonuses based on volume, value, and product categories as per the Company's incentive structure.
- b. Bonuses are calculated at fixed intervals (e.g., every 12 hours) and are subject to Company policies, which may be revised periodically.

#### 9. SUSPENSION, REVOCATION OR TERMINATION

- a. That the Direct selling entity reserves the right to suspend the operation of this E-contract agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, Direct selling entity shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
- b. That in case of violation of any of the provisions of this agreement stated here-in-before and agreed upon by the Independent Direct Seller, the Direct selling entity may, without prejudice to any other remedy available, issue a seven day's written notice and call upon the Independent Direct Seller to explain his conduct in writing failing which or if the explanation is found unsatisfactory and unacceptable in the ordinary course of business, suspend / block / terminate the Independent Direct Seller from further conducting the business of the Direct selling entity.

i. Where the Direct Seller engages in conduct that is unethical or prejudicial to the interests of the Company, including but not limited to:

- b. Attempting to create multiple Direct Seller IDs using the same PAN card.
- c. Furnishing false, misleading or fraudulent information.
- d. Migration to another country.
- e. That the Independent Direct Seller may terminate this agreement at any time by giving a written notice of seven days to the Direct selling entity at the Registered address of the Direct selling entity.
- f. A Re-Enrolment Waiting Period of not less than thirty (30) days and after that shall apply post-resignation, as determined at the sole discretion of the Company.
- g. During the Re-Enrolment Waiting Period, the Direct Seller shall refrain from participating or associating with any other Direct Seller within the Company. Breach of this clause shall constitute unethical conduct and shall result in permanent blocking of the Distributor ID.

10. Effect of Termination: Upon termination of this Agreement, for any reason whatsoever:

- i. The Independent Direct Seller shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the Direct selling entity is still having Direct selling agreement with the Independent Direct Seller.
- ii. All rights, entitlements, and recognitions of the Direct Seller shall cease with immediate effect.
- iii. The Direct Seller shall no longer be entitled to access or attend any of the Company's offices, training programs, meetings, or seminars.
- iv. The Direct Seller shall return all Company-owned materials including but not limited to intellectual property, branding materials, literature, customer databases, and identification items, within ten (10) days from the effective date of termination.



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- v. All privileges, bonuses, margins, or commissions, whether accrued or potential, shall cease with immediate effect.
- vi. Termination shall not affect any rights or liabilities that have accrued prior to such termination including pending payments, dues, or indemnity obligations.
- vii. For the purpose of this clause, IDs of all family members (if their) shall be treated as a single unit. Accordingly, the resignation or suspension or termination of all family members shall result in the automatic cessation of the other's engagement with the Company.
- viii. Survival of Certain Clauses: Notwithstanding the termination or expiration of this Agreement, the following provisions shall survive:

- Clause 9 (Term and Termination)
- Clause 12 (Indemnification)
- Clause 13 (Limitation of Liability)
- Clause 14 (Confidentiality)
- Clause 19 (Miscellaneous)

#### 11. REPRESENTATIONS AND WARRANTIES:

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

- a. Authority and Capacity: The Direct Seller has full legal capacity, power, and authority to enter into, execute, deliver, and perform all obligations under this Agreement, and to carry out all transactions and responsibilities contemplated herein.
- b. Legal Compliance: The Direct Seller has taken all actions required under applicable laws to validly execute and perform this Agreement. The execution and delivery of this Agreement do not and will not violate any applicable law or agreement to which the Direct Seller is a party.
- c. Binding Agreement: This Agreement constitutes a valid, legal, and binding obligation upon the Direct Seller and is enforceable in accordance with its terms.
- d. Age of Majority: The Direct Seller affirms that they have attained the legal age of majority in India, being not less than eighteen (18) years of age, or twenty-one (21) years in the case of residents of the State of Maharashtra, as per applicable law.
- e. Restriction on Sponsoring Minors: The Direct Seller agrees that they shall not, either knowingly or negligently, sponsor, enrol, or encourage any person who has not attained the minimum legal age of eighteen (18) years, or twenty-one (21) years in the case of Maharashtra, to join the Company's business as a Direct Seller.

#### 12. INDEMNIFICATION

- a. Indemnity by the Direct Seller: The Direct Seller (hereinafter referred to as the "Indemnifying Party") hereby agrees to defend, indemnify, and hold harmless E Biotorium, its affiliates, and each of their respective directors, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, causes of action, losses, liabilities, damages, costs, and expenses (including reasonable legal



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and attorney's fees) arising out of or in connection with any third-party claim, action, or proceeding (each a "Claim") resulting from:

- i. Any actual or alleged breach by the Indemnifying Party of the representations, warranties, covenants, or obligations set forth in this Agreement;
- ii. Any violation of the terms of this Agreement, including but not limited to, breach of E Biotorium's policies, procedures, business rules, marketing program manual, or any official directive or guideline issued by E Biotorium;
- iii. Any unauthorized, unethical, or expressly prohibited act or omission by the Indemnifying Party under this Agreement;
- iv. Any claim, dispute, or grievance raised by a customer or consumer directly against the Indemnifying Party, in which E Biotorium is not directly responsible or involved;
- v. Any actual or alleged violation of applicable laws, regulations, gross negligence, willful misconduct, or fraudulent activity committed by the Indemnifying Party.

b. Indemnification Procedure

- i. The Indemnified Parties shall cooperate in good faith with the Indemnifying Party in the defense of any such Claim.
- ii. Any Indemnified Party shall have the right, at its own cost, to participate in the defense of any Claim.
- iii. In the event that any Indemnified Party reasonably determines that a Claim may result in material adverse consequences to it, such Indemnified Party shall have the right (without limiting the Indemnifying Party's indemnification obligations) to assume full control over the defense of such Claim, including the right to appoint legal counsel of its choice.
- iv. The Indemnifying Party shall not consent to the entry of any judgment, or enter into any settlement or compromise with respect to a Claim, without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed.

13. LIMITATION OF LIABILITY

- a. To the maximum extent permitted by applicable law, the Direct Selling Entity shall not be liable for any indirect, incidental, special, consequential or punitive damages, including but not limited to loss of profits, business interruption, goodwill, data, or other intangible losses arising out of or related to:
  - i. the use or inability to use the products;
  - ii. the conduct of any Independent Distributor or third-party;
  - iii. errors or omissions in any materials or communications provided by the company or its distributors;
  - iv. delays or failures in performance due to circumstances beyond the company's reasonable control.
- b. The company's total cumulative liability for any and all claims arising out of or related to this agreement, whether in contract, tort, or otherwise, shall not exceed the total amount paid by the Independent Distributor to the company in the preceding six (6) months for the purchase of products or services.



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- c. Nothing in this clause shall exclude liability for gross negligence, willful misconduct, or fraud committed by the company or its authorized personnel.

#### 14. CONFIDENTIALITY

- a. Non-Disclosure: The Receiving Party agrees to:

- i. Maintain all Confidential Information in strict confidence and shall not disclose such information to any third party, except to those individuals who have a legitimate need to know in order to fulfil the obligations under this Agreement.

- ii. Use the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own highly sensitive and proprietary information, but in no event less than a reasonable standard of care.

- b. Restrictions on Use: The Receiving Party shall not use the Disclosing Party's Confidential Information for its own benefit or for the benefit of any third party, or for any purpose other than the performance of its obligations under this Agreement.

- c. Breach Notification: In the event the Receiving Party becomes aware of any unauthorized access to, or disclosure, use, loss, damage, or destruction of any Confidential Information, the Receiving Party shall immediately notify the Disclosing Party in writing, providing all available details and taking prompt action to mitigate the breach.

- d. Return or Destruction of Confidential Information: Upon termination of this Agreement or upon written request by the Disclosing Party, the Receiving Party shall, within ten (10) days:

- i. Return all Confidential Information, including all copies, in any form or format, or

- ii. If return is not technically feasible and the Disclosing Party consents in writing, destroy such Confidential Information using methods reasonably acceptable to the Disclosing Party and confirm such destruction in writing.

- e. Non-Disclosure of Agreement Terms: The Direct Seller shall not disclose the terms or existence of this Agreement to any third party without the prior written consent of E Biotorium, except:

- i. On a confidential basis to their accountants, legal counsel, tax advisors, or other financial or legal advisors; or

- ii. When disclosure is legally required during judicial or administrative proceedings.

- f. Compelled Disclosure: If the Direct Seller is legally compelled (by applicable law, court order, government directive, subpoena, deposition, or other legal process) to disclose any Confidential Information or the terms of this Agreement:

- i. The Direct Seller shall provide E Biotorium with prompt written notice (to the extent legally permitted) of such request or requirement;

- ii. Allow E Biotorium an opportunity to seek a protective order or other appropriate remedy; and

- iii. Cooperate with E Biotorium in seeking such remedy.



- g. If no protective order or remedy is obtained, the Direct Seller may disclose only the specific portion of the Confidential Information or Agreement terms that is legally required to be disclosed, and no more.

#### 15. PROPRIETARY RIGHTS

- a. Ownership: The Parties acknowledge and agree that, except as expressly stated herein, nothing in this Agreement shall be construed as transferring or assigning any right, title, or interest in or to any intellectual property or proprietary materials of E Biotorium (“E Biotorium Materials”). All such rights, including but not limited to copyrights, trademarks, trade names, trade secrets, and other intellectual property rights, shall remain the exclusive property of E Biotorium.
- b. Limited License Grant: E Biotorium hereby grants to the Direct Seller a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the E Biotorium Materials solely for the purpose of performing their obligations and exercising their rights under this Agreement in the capacity of a Direct Seller.

#### 16. RESTRICTIONS ON USE: The Direct Seller shall not, except as expressly permitted by this Agreement or as otherwise authorized in writing by E Biotorium:

- a. Use, display, or exploit the E Biotorium Materials for any purpose other than in connection with the activities expressly authorized under this Agreement;
- b. Incorporate, bundle, integrate, or otherwise embed any E Biotorium Materials into any documents, marketing collateral, or other materials used by the Direct Seller without prior written approval from E Biotorium;
- c. Copy, reproduce, modify, transfer, transmit, or distribute the E Biotorium Materials in any form, whether electronic or physical;
- d. Sublicense, lease, assign, or otherwise transfer the rights granted under this license to any third party.

#### 17. INDEPENDENT CONTRACTOR RELATIONSHIP

- a. The Parties acknowledge and agree that their relationship under this Agreement is that of independent contractors. Nothing contained in this Agreement shall be construed or interpreted to create or imply a relationship of agency, partnership, joint venture, employment, or any other fiduciary relationship between the Parties.
- b. The Direct Seller shall act solely in an individual capacity and not as an agent, employee, or representative of E Biotorium. Accordingly, the Direct Seller shall have no authority to bind E Biotorium to any obligation, contract, or liability, nor to represent to any third party that such authority exists, unless expressly authorized in writing by E Biotorium.
- c. Nothing in this Agreement shall be deemed to confer upon the Direct Seller any rights or privileges of employment with E Biotorium, including but not limited to employee benefits, compensation, or statutory entitlements under applicable labor laws.

#### 18. NO EXCLUSIVITY



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- a. The Direct Seller acknowledges and agrees that the appointment under this Agreement is non-exclusive. Nothing in this Agreement shall be construed to grant the Direct Seller any exclusive rights with respect to the territory, products, customers, or market segments.
- b. E Biotorium expressly reserves the right to appoint, engage, or authorize any other individual, entity, or third party to act as a direct seller, distributor, representative, or agent for the sale or promotion of the same or similar E Biotorium products within the same geographical area or market, without the need for prior notice to or consent from the Direct Seller.

## 19. MISCELLANEOUS

- a. Notices: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered:

- i. By registered post or receipted courier service, or

- ii. By electronically receipted email or facsimile transmission (with confirmation of receipt by the recipient) to the following addresses:

- i. Notice to E Biotorium: Compliance Department, 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 – 401107.

- ii. Notice to Direct Seller: As per the details provided by the Direct Seller in the application and as recorded in E Biotorium's KYC records.

- iii. Either Party may update its notice address by providing written notice of such change to the other Party in accordance with this Clause.

- b. Waiver

- i. Remedies

- i. The waiver by either Party of any breach or default under this Agreement shall not constitute a waiver of any subsequent or other breach or default. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such Party's right to enforce that or any other provision at a later time.

- ii. The remedies provided in this Agreement are cumulative and are in addition to any other rights or remedies available under law or in equity.

- c. Severability

- i. Entire Agreement

- i. If any provision of this Agreement is held to be invalid or unenforceable under applicable law, the remainder of the Agreement shall remain in full force and effect.

- ii. This Agreement, along with any Annexures or Schedules attached hereto, constitutes the complete and exclusive understanding between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements or understandings.

- iii. This Agreement may be executed in counterparts, including electronically or via facsimile, each of which shall be deemed an original and together shall constitute one and the same instrument.



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d. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India. Subject to Clause 17 (d) (Dispute Resolution), the Parties agree to submit to the exclusive jurisdiction of the courts located in Mumbai, India, for any legal proceedings arising out of or in connection with this Agreement.

e. Dispute Resolution:

i. In the event of any dispute, controversy, or difference arising between the Parties out of or in connection with this Agreement, the Parties shall first attempt to resolve the matter amicably through mutual discussions within seven (7) days.

ii. If the dispute is not resolved within the said period, it shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration shall be conducted:

i. By a sole arbitrator appointed by a director of E Biorium;

ii. In the English language;

iii. At Mumbai, India; and

iv. The arbitrator shall issue a reasoned, written award within four (4) months of appointment, which shall be final and binding on both Parties.

f. Force Majeure

i. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (except for payment obligations), where such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, natural disasters, government orders, pandemics, or labor strikes ("Force Majeure Event").

ii. In such cases, the time for performance shall be extended for a period equal to the duration of the Force Majeure Event. If the Force Majeure Event continues for a period exceeding three (3) months, the unaffected Party may terminate this Agreement by providing forty-five (45) days' prior written notice.

IN WITNESS WHEREOF, this agreement is deemed executed electronically and binding upon both parties as per the Information Technology Act, 2000, upon allocation of the Direct Seller Registration ID by the Company.



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