



DIRECT SELLER AGREEMENT

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 7 days, (seven 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 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 Legis 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 or 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 goodwill) 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 7 (seven) days through discussion between the Parties, shall be referred to the arbitration of an arbitrator appointed by a director of EBiorium. 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 EBIORIUM 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 Biorium Network Pvt. Ltd.

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



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 Direct Seller 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 E-Biotorium Network 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
- e. Cancelled bank Cheque.

(Any mentioned 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 seven (7) 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 as an 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.



POLICY AND PROCEDURES

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

Policies and Procedures Hand book for E Biotorium Direct Sellers

This document is also in accordance with Clause 1 of Direct Seller Agreement of E Biotorium Network Private Ltd. executed with the Direct Seller.

SECTION 1: INTRODUCTION.....	6
SECTION 2: GLOSSARY OF TERMS	7
2.1 "Business Collaterals "	7
2.2 "Company/E Biotorium"	7
2.3 "Earnings"	7
2.4 "E Biotorium Direct Seller"	7
2.5 "E Biotorium Compensation Plan"	7
2.6 "E Biotorium Direct Seller Agreements"	7
2.7 "Preferred Customer"	8
2.8 "Products"	8
2.9 "Prospective customers"	8
2.10 "Product Purchase Order Form"	8
2.11 "Sponsor"	8
2.12 "Zero Tolerance"	8
2.13 "Intellectual Property"	8
SECTION 3: CODE OF ETHICS OF E BIOTORIUM DIRECT SELLER:	9
SECTION 4: BECOMING AN E BIOTORIUM DIRECT SELLER:.....	10
4.1 Application.....	10
4.2 Requirements for becoming a E Biotorium Direct Seller	10
4.3 Right to accept/reject.....	10
4.4 Registration	10
4.5 Prohibited Practices.....	11
4.6 Mandatory Orientation Session.....	11
4.7 Abide by Rules	11
4.8 Effective Date and Authorisation for order	11
4.9 Validity of E Biotorium Distributorship	11
4.10 Type of Direct Sellers	11
4.10.1 Individual E Biotorium Direct Seller	11
4.10.2 Husband and Wife Distributorship.....	12
4.10.3 Members of Same Household	12
4.10.4 Legal Entity Distributorship	12
4.10.5 Change in Status	13
4.11 Sale or Transfer of Distributorship	13
SECTION 5: E BIOTORIUM DIRECT SELLER RESPONSIBILITIES.....	15

5.1	Adherence to Agreement and policies	16
5.2	Professional Conduct	16
5.3	Transaction Submission Integrity.....	16
5.4	Business Conduct	16
5.5	Principal to Principal Contract	17
5.6	Responsibility for Paying Taxes	17
5.7	Vendor Confidentiality	18
5.8	Information Confidentiality	18
SECTION 6: SPONSORS’S SUPPORT/RESPONSIBILITIES		19
6.1	Sponsoring Right	19
6.2	Responsibility to submitted completed application with documents	19
6.3	Responsibility to supervise.....	19
6.4	Responsibility to train	20
6.5	Responsibility to provide complete information.....	20
6.6	Obligations of a Direct Seller	20
6.7	Transfer of Sponsorship.....	24
SECTION 7: PROMOTION OF E BIOTORIUM PRODUCTS AND OPPORTUNITIES		25
7.1	Sales Presentation/Advertising Correct Information.....	25
7.2	Retail Establishment	25
7.3	Trade Shows.....	25
7.4	Assigned Territory	26
7.5	International Sales	26
7.6	Endorsements	26
7.7	Newspaper Advertisement	26
7.8	Business Cards and Stationery	26
7.9	Press Inquiries	26
SECTION 8: BUSINESS COLLATERALS		27
8.1	General Rule for Business Collaterals	27
SECTION 9: BUSINESS PRACTICES.....		29
9.1	Being Truthful and Accurate	29
9.2	Product Claims.....	29
9.3	Income Claims	29
9.4	Prohibition on Raiding and Cross-Solicitation of Products or Other Business Opportunities	30

9.5 Repackaging	31
SECTION 10: USE OF E BIOTORIUM’S TRADEMARK, TRADE NAME AND COPYRIGHT MATERIAL	32
SECTION 11: INTERNET AND WEBSITE POLICY	34
11.1 No sale through Internet.....	34
11.2 Use of Website and Business Promotion require prior approval	34
11.3 Use of E Biotorium Website.....	34
11.4 Prohibition on Use of Shopping Sites, Auction Sites	34
11.5 No Spam Policy	34
SECTION 12: CANCELLATION OR TERMINATION OF DISTRIBUTORSHIP;	
DISCIPLINARY ACTION:	35
12.1 Disciplinary Actions	35
12.2 Complaint Procedure.....	35
12.3 Right to Terminate	36
12.4 Termination by company	36
12.5 Cancellation of E Biotorium Distributorship	37
SECTION 13: MISCELLANEOUS PROVISIONS	38
13.1 Rights of the company	39
13.2 Indemnification and Hold Harmless	39
13.3 Severability Clause/Partial Validity	40
13.4 Waiver	40
13.5 Noncompetition	40
13.6 Subpoenas Duces Tecum (Demands for Records).....	41
13.7 Request for Records	41
13.8 Arbitration, Governing Law & Jurisdiction.....	41
SECTION 14: E BIOTORIUM REFUND POLICY & WARRANTY	42
14.1 Money Back Guarantee.....	42
14.2 7 days Cooling Off period	42
14.3 Return of unsold inventory or Sales Aid.....	42
14.4 Procedure to seek Refund	42
14.5 Reversal of Sales Margin Benefit and Recovery	43
14.6 Warranty.....	44

SECTION 1: INTRODUCTION

- 1.1 E Biotorium Network Private Ltd. (the 'Company' or 'E Biotorium') is dealing in alternate natural therapy & noninvasive self-healing Biomagnetic products of different varieties and different models and capacities and makes its Products available to consumer through Direct Sellers. E Biotorium Network Private Ltd Company's Policies and Procedures Handbook is designed to establish certain principles required to be followed in the development and maintenance of E Biotorium Distributorship and the rights, duties, obligations and responsibilities of each E Biotorium Direct Seller.
- 1.2 E Biotorium Network Private Ltd honors all federal, provincial, and municipal regulations governing direct selling and requires every E Biotorium Direct Seller to do the same. It is, therefore, very important that you read and understand the information in this Handbook. If you have any questions regarding any rule or policy, seek an answer from your Sponsor, up line leader or E Biotorium Network Pvt. Ltd. directly. Review the Professional Ethics and the Policies & Procedures often.
- 1.3 E Biotorium and its Direct Seller have a binding contractual relationship. The terms and conditions of this relationship are set forth in the E Biotorium Direct Seller Application Form, E Biotorium Policies and Procedure Handbook, E Biotorium's Compensation Plans as amended by E Biotorium Network Pvt. Ltd from time-to-time. E Biotorium may notify all such amendments to the Direct Seller by publication on its website: **www.Biomagneticmattress.com** and other places where possible.

SECTION 2: GLOSSARY OF TERMS

- 2.1 "Business Collaterals "** means all products and services (including but not limited to business aids, books, magazines and other printed material, online literature, internet websites, audio, video or digital media, meetings and educational seminars (inclusive of tickets for the same) and other types of materials and services) that:
- a) are designed to educate prospective Preferred Customers of E Biotorium products or services, or to support, train, motivate and/or educate E Biotorium Direct Sellers;
 - b) incorporate or use one or more of E Biotorium's trademarks, service marks or copyrighted works; or
 - c) are otherwise offered with an explicit or implied sense of affiliation, connection or association with E Biotorium Network Pvt. Ltd.
- 2.2 "Company/E Biotorium"** shall mean E Biotorium Network Pvt. Ltd, a company registered under the Companies Act, 2013 having its registered office 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, District Thane, Mumbai, Maharashtra - India Pin code 401107.**
- 2.3 "Earnings"** means any income achieved by an E Biotorium Direct Seller in the form of commissions, fixed or variable, direct or indirect, rewards, bonuses or in other forms.
- 2.4 "E Biotorium Direct Seller" or a "Collaborative Entity"** shall mean a person (individual, firm, LLP or Pvt. Ltd. Company) appointed by E Biotorium on a principal-to-principal basis through E Biotorium Direct Seller Agreement to undertake sale, distribution and marketing of E Biotorium's Products and services and to register Preferred Customers.
- 2.5 "E Biotorium Compensation Plan"** means the plan providing details of E Biotorium's performance incentive system, sponsoring procedure and guidelines, Policies and Procedures regarding selling E Biotorium's products as amended from time to time by E Biotorium, and which forms an integral part of the E Biotorium Direct Seller Agreement.
- 2.6 "E Biotorium Direct Seller Agreements"** shall mean the agreement setting forth the terms and conditions for a Direct Sellers, entered into through E Biotorium Direct Seller Application, inclusive of its terms and conditions and includes following:
- a) E Biotorium Direct Seller Application Form

- b) The terms and conditions forming part of the E Biotorium Direct Seller Application
- c) The E Biotorium Direct Seller Handbook with Policies and Procedure.
- d) E Biotorium Compensation Plan

2.7 **"Preferred Customer"** means any person who is not an E Biotorium Direct Seller but an end user who's Preferred Customer Application has been accepted by E Biotorium and who may accordingly purchase E Biotorium's Products according to the applicable terms.

2.8 **"Products"** shall mean items manufactured and/or marketed and/or advertised by the Company for the purpose of sale and/or commercial exploitation and shall include all future items as may be manufactured and/or marketed and/or advertised by the Company for purposes of sale and/or commercial exploitation. It also includes Literature, training and other support material, made available by E Biotorium to its Direct Sellers and/or Preferred Customers.

2.9 **"Prospective Customers"** shall mean any persons (whether artificial or natural) which are the buyers of the products sold the Company either directly or by Collaborative Entity

2.10 **"Product Purchase Order Form"** means the application used to order products of the Company.

2.11 **"Sponsor"** means an E Biotorium Direct Seller who (in compliance with all applicable requirements) recommends to E Biotorium, an applicant for authorization as an E Biotorium Direct Seller and who in turn is assigned by the Company to support the recommended applicant if the same is accepted by the Company as an E Biotorium Direct Seller.

2.12 **"Zero Tolerance"** means not allowing any undesirable behavior to continue and imposing definite sanctions against individuals found indulging in such adverse conduct.

2.13 **"Intellectual Property"** includes existing, proposed and future Intellectual Property in the nature of unregistered or registered rights to any and all patents, copyrights, trademarks, trade-secrets, trade-specifications, trade- knowledge, technical or industrial know-how and other confidential and/or proprietary information and inclusive of all intellectual property that is the subject of ownership by the Company and/or its subsidiaries, venture partners and predecessors in interest, business and/or title, and/or other business arrangements, inclusive of but not limited to any oral arrangement which the Company may have entered into with the

Party or other party.

2.14 Except when the content so requires, everything that is in the singular shall include the plural, and whatever refers to the masculine shall include the feminine.

SECTION 3: CODE OF ETHICS OF EEBIOTORIUM DIRECT SELLER:

As owner of my E Biotorium distributorship, I agree to conduct E Biotorium Business according to the following ethical guidelines:

1. I will be honest and fair in my dealing as a Direct Seller.
2. I will follow the Policies and Procedure Handbook and Terms and Conditions of distributorship as mentioned in E Biotorium Direct Seller Application as well as all applicable laws, rules and regulations observing not only "the letter" but also "the spirit" thereof.
3. I will perform my direct seller business in a manner that will enhance my reputation and the positive reputation established by E Biotorium Network Pvt. Ltd.
4. I will present E Biotorium's Products and the E Biotorium's Compensation Plan to all prospective Direct Sellers and Preferred Customers in an accurate, fair, truthful and honest manner, and I will make sure to present only what is approved in official E Biotorium's publications.
5. I will fulfil my leadership responsibility as a Sponsor, which include training, supporting and communicating with the Direct Sellers in my organization.
6. I will not engage in deceptive or illegal practices and will not misrepresent E - Biotorium Products or the Compensation Plan. In my E Biotorium product sales activities, and for the purposes of protecting the E Biotorium Compensation Plan, I will use only the Company's authorized publications.
7. I understand and agree that I am solely responsible for all financial and/or legal obligations I incurred in the course of my business as E Biotorium Direct Seller and will discharge all debts and duties as required of a Direct Seller.

SECTION 4: BECOMING AN E BIOTORIUM DIRECT SELLER

4.1 Application:

To become an E Biotorium Direct Seller, an applicant must be sponsored by an existing E Biotorium Direct Seller in good standing. And in order to be considered for an E Biotorium Distributorship, an individual(s) must, submit a signed, completed E Biotorium Direct Seller Application Form, in his/ her/their own name(s), together with all required supporting documentation. Upon such Application being accepted, the person(s) become an E Biotorium Direct Seller.

4.2 Requirements for becoming an E Biotorium Direct Seller:

- a) Applicant must be above the age of 18 years, be of sound mind and not disqualified from contracting by any law.
- b) Applicant must submit the following
 - i) Duly filled in Application form;
 - ii) Copy of Government issued Identity Card;
 - iii) Copy of residential proof;
 - iv) Copy of Permanent Account Number (PAN Card);
 - v) passport size photograph; and
 - vi) Cancelled bank cheque with Bank Account Details.(Any of the following document to be furnished as proof of address i.e. Adhar card/voter ID/ driving license/ Ration card/ passport etc.)
- c) Applicant must be a citizen and resident of India.

4.3 Right to accept/reject: The Company reserves the right to accept or to reject any applications for E Biotorium Direct Sellers/Preferred Customers without having to give any explanation whatsoever.

4.4 Registration: E Biotorium appoints, as of the effective date, the individual(s) identified in the Direct Seller application, or if applicable, the legal entity listed therein (the entity), as a Direct Seller of the E Biotorium products and services, and the applicant(s) agree(s) to such appointment. 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.

4.5 Prohibited Practices: No applicant, as a condition to becoming a new E Biotorium Direct Seller shall be required to, nor any currently authorized E Biotorium Direct Seller, as conditions to provided assistance to a prospective or new or existing E Biotorium Direct Seller, in the development of their E Biotorium Distributorship, shall require the prospective or new or existing E Biotorium Direct Seller to:

- a) Pay any joining fee or purchase any specified number of products.
 - b) Maintain a specified minimum inventory.
 - c) Purchase large quantity of inventory solely for the purpose of qualifying for sales bonus or rank advancement.
 - d) Promote inventory loading in the distribution channel.
 - e) Purchase tapes, literature, audio-visual aids, or other materials or programs.
 - f) Purchase tickets for and/or attend or participate in, seminars, or other meetings.
- 4.6 **Mandatory Orientation Session:** The applicant must have undergone the Orientation session to understand the overall aspects of direct selling business, remuneration system and expected remuneration for new E Biotorium Direct Seller.
- 4.7 **Abide by Rules:** The applicant shall confirm that he has read the Policies and Procedures Handbook and has completely understood all contents before filling out his E Biotorium Direct Seller Application or Preferred Customer Application. He must also abide by all the regulations and stipulations governing E Biotorium Direct Sellers/ Preferred Customers.
- 4.8 **Effective Date and Authorization for order:** An application shall be considered as accepted when the Company informs/ notifies the E Biotorium Direct Seller accordingly and an applicant becomes a direct seller when the Company accepts such application and conveys such acceptance by issuance of ID and Direct Seller identification card. The E Biotorium Direct Seller may order products through Product Purchase Order Form immediately after receipt of relevant notification by the Company.
- 4.9 **Validity of E Biotorium Distributorship:** A distributorship application once accepted will continue to remain valid as long as Direct Seller continued to sell E Biotorium Products. His/her E Biotorium distributorship will come to an end if he/she fails to make any sale for a period of two years from the date of his last sales.
- 4.10 **Type of Direct Sellers:**
- 4.10.1 **Individual E Biotorium Direct Seller:** An individual can have up to seven (7) E Biotorium Distributorships in the Company. When an existing E Biotorium Direct Seller is willing to open the second or third E Biotorium Distributorship, this account has to be opened under his existing account and Channel only. He shall not own any other E Biotorium Distributorship, either individually or jointly, nor shall he participate as a partner, owner, stockholder, trustee, director, or association member, outside his sponsorship.

4.10.2 Husband and Wife Distributorship:

- i. The Company will consider each married couple as a different E Biotorium Direct Seller.
- ii. Husband and wife may sponsor each other directly, or **may be sponsored in different channels of distribution.**
- iii. If a spouse is already an E Biotorium Direct Seller, the non-participating spouse may elect to become an E Biotorium Direct Seller and may be sponsored by anyone other than the spouse.

4.10.3 Members of Same Household: Members of a Direct Seller's household may operate together as under a single E Biotorium Distributorship channel and may not become separate Company Distributors. A Household is defined as husband, wife, and dependents. It is important to note that children who have attained the age of majority of eighteen (18) years will not be considered to be a part of their parents' household for the purposes of the E Biotorium Distributorship.

The Company recognizes that members of the same household may belong to competing direct selling opportunities.

4.10.4 Legal Entity Distributorship: A Direct Seller may own and operate his E Biotorium Distributorship as a sole proprietary concern or registered partnership firm or limited liability company (LLC),

E-Biotorium will require such distributorships to comply with the following:

- a) The legal entity must file E Biotorium Direct Seller Application form with the Company, duly signed in by its Sole Proprietor or Partner or Director as applicable.
- b) All persons who actually conduct, and who intend to participate in E Biotorium Direct Seller Business of the Distributorship must comprise the majority of the partners in case of a partnership firm or in case of a company collectively own not less than a majority of the paid-up equity share capital of the company and must constitute a majority of the Board of Directors of the company.
- c) No change in the partners, in case of a partnership firm or in case of a company, no change in the number of shares issued, or in the membership of the Board of Directors, may be made, and no agreement or arrangement affecting control of the company by the individuals conducting the E Biotorium Distributorship business may be adopted, without application to, and the prior written approval by the Company.
- d) All partners, shareholders and Directors shall personally and

irrevocably guarantee due performance by the partnership firm/company of all of its obligations and responsibilities as a E Biotorium Direct Seller or especially those outlined in the Policies and Procedures Handbook as set forth from time to time in official Company literature.

- e) A Direct Seller who owns and operates his E Biotorium Distributorship as a sole proprietary concern or registered partnership firm or limited liability company (LLC) or Pvt. Ltd or other legal entity (if applicable) cannot obtain and have Distributorship on individual name.

4.10.5 **Change in Status:**

- a) **Marriage** – two Company Direct Sellers who marry after having established their own individual Distributorships may continue to operate their existing E Biotorium Distributorships.
- b) **Death** – Unless there is a valid nomination already having been made by a Direct Seller is in place, upon the death of a Direct Seller, the rights and responsibilities of the E Biotorium Distributorship may be passed on to the rightful, legally-documented heir as long as that person has filled out a new E Biotorium Direct Seller application, together with a copy of death certificate.
- c) **Disability** – should a Direct Seller become disabled to the extent that he can no longer fulfil the required duties of the Company as Direct Seller, such disabled Direct Seller’s legal representative or conservator or nominee shall notify to the Company in the following manner:
 - i. Contact the Company within thirty (30) days of the disability and advise the Company of the Direct Seller’s status and the plans for future management or cancellation of the E Biotorium Distributorship
 - ii. Provide a notarized or court-confirmed copy of appointment as legal representative or conservator; and
 - iii. Provide a notarized or court-confirmed copy of document establishing right to administer the Company business.Such legal representative shall fill out a new Direct Seller Application, receive requisite training consistent with the disabled Direct Seller’s level at the time of disability. These requirements must be satisfied within six months. In case of any dispute between the legal heirs of the deceased or disabled Direct Seller, giving rise to multiple or contradictory claims, then the decision of the Company shall be final.

4.11 Sale or Transfer of Distributorship:

4.11.1 Third parties who buy any E Biotorium products do not automatically qualify to be E Biotorium Direct Sellers'. E-Biotorium Direct Sellers agree to inform all third parties to whom they sell E Biotorium products of the above fact and further agrees not to promise any possibility of transferring Direct Seller rights. A Direct Seller shall not sell, assign or otherwise transfer his E Biotorium Distributorship, marketing position or other E Biotorium Distributor rights without written application to and approval from the Company. This clause is also applicable to the transfer of any interest in an entity that owns an E Biotorium Distributorship, including but not limited to a corporation, partnership, trust or other non- individual entity.

4.11.2 The potential buyer must be of similar standing as the selling E Biotorium Direct Seller to become eligible to apply for E Biotorium Distributorship.

The E Biotorium Distributorship must be offered in writing first to the Direct Seller's sponsor. If the sponsor declines the offer, the Direct Seller may offer the E Biotorium Distributorship for sale to main E Biotorium Direct Sellers of the sponsor within the same group.

A Direct Seller who sells his or her E Biotorium Distributorship shall not be eligible to re-qualify as a Direct Seller for a period of at least six (6) months after the sale,

4.11.3 The Company reserves the right to review the sale agreement and to verify waiver from the sponsor in the event the sponsor declines to purchase the E Biotorium Distributorship. A Direct Seller shall not add a co-applicant to their E Biotorium Distributorship and thereafter, remove their name from the E Biotorium Distributorship, as an effort to circumvent the Company's sale, assignment, delegation or merger procedures. The primary Direct Seller must wait twelve (12) months after adding a co-applicant to the E Biotorium Distributorship before they are allowed to remove their name from the E Biotorium Distributorship.

4.11.4 It is prohibited to use a sale or transfer to attempt to circumvent Company policy on raiding, soliciting, cross-sponsoring or interference. A Direct Seller seeking to sell or transfer his E Biotorium Distributorship must acknowledge and agree to Clause

4.11.5 Prior to the finalization of the sale or transfer of his E Biotorium Distributorship

SECTION 5: E BIOTORIUM DIRECT SELLER RESPONSIBILITIES & OBLIGATION

Direct Sellers are retailers of E Biotorium Products, they must thus keep themselves suitably educated about Companies Products, continue to meet sales criteria set by E Biotorium in order to earn and retain their level as Direct Sellers. E Biotorium Direct Seller must abide by following:

- 5. 1 Adherence to Agreement and policies:** Direct Sellers must strictly adhere to this Policies and Procedures Handbook and to other documents that comprise the Direct Seller Agreement. E Biotorium may from time to time amend the Policies and Procedure and any other document comprising the Direct Seller Agreement through notice on its website, **Error! Hyperlink reference not valid..**

If the Direct Seller does not agree to be bound by any amendment(s), he/she/they may terminate the E Biotorium Direct Seller Agreement with immediate effect by giving a written notice to the Company. Otherwise, the Direct Seller's continued relationship with E Biotorium constitutes an affirmative acknowledgment by the Direct Seller of the amendment(s), and his/her/their agreement to be bound there to.

- 5. 2 Professional Conduct:** 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. An E Biotorium Direct Seller shall never impose himself or herself upon his/her prospective customer and shall:

- 5.2.1** 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.
- 5.2.2** Provide the following information to the customer at the time of sale;
- i His/her name, address and telephone number along with that of E Biotorium;
 - ii carry identity card provided by E Biotorium along with any photo ID's issued by any Government agency;
 - iii fix time & place for inspection of the sample and delivery of goods, if customer so desires;

5.2.3 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.

5.2.4 The E Biotorium Direct Sellers at all-time make a fair presentation of E Biotorium products. Direct Seller will also direct his or her customer's attentions to direction for using product, cautions, if any, which may be included on the label for products.

5.3 Transaction Submission Integrity:

5.3.1 It is essential that all relevant transactions relating to and arising out of the Agreement between the E Biotorium Direct Seller/Preferred Customer and the Company be submitted to the Company in order to maintain the integrity of communications between the Company and the E Biotorium Direct Seller/ Preferred Customer.

5.3.2 It is to be expected that all transactions submissions to the Company, including, but not limited to, E Biotorium Direct Seller: applications, communication, financial transactions and consumer transactions, be submitted by the individual or entity involved in the transaction – third party submissions of any and all transactions is prohibited.

5.3.3 The E Biotorium Direct Seller should not communicate any transactions submissions on behalf of another Direct Seller, E Biotorium Distributorship applicant or Preferred Customer.

5.3.4 The E Biotorium Direct Seller shall not use his or her credit card or bank account on behalf of another individual or E Biotorium Direct Seller, except as expressly permitted by the Company in advance for an alternate payer. This rule is applicable to any and all forms of transactions submissions, including, but not limited to, online, telephone, fax, email, Etc.

5.4 Business Conduct:

5.4.1 In the conduct of business, the E Biotorium Direct Seller shall safeguard and promote the reputation of the Products and services of the Company and shall refrain from all conduct which might be harmful to the reputation of the Company or to the marketing of such Products and services or inconsistent with the public interest, and shall avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices or negative propaganda or adverse publicity.

5.4.2 An E Biotorium Direct Seller shall not interfere with, harass or undermine other E Biotorium Direct Sellers and, at all times, shall respect the privacy and business interests of other E Biotorium Direct Sellers.

5.4.3 An E Biotorium Direct Seller must not disparage the Company, other E Biotorium Direct Sellers, Company products and/or services, the marketing and compensation plans, or Company employees.

5.4.4 Each E Biotorium Direct Seller is to bear all cost of building up his/her E Biotorium business.

5.5 Principal to Principal Contract: E Biotorium Direct Sellers are independent contractors and act on principal to principal basis. They are not to be considered purchasers of a franchise, nor does this create an employer/employee relationship, agency, partnership, or joint venture between the Company and its Direct Sellers. When presenting the E Biotorium business opportunity to others, the E Biotorium Direct Sellers must clearly state the independent character of this business. The E Biotorium Direct Seller, as an independent contractor, is fully responsible for all of his/her verbal and written statements made regarding the products, services and/or marketing programme, which are not expressly contained in writing in the current E Biotorium Direct Seller agreement, advertising or promotional materials supplied by the Company. The E Biotorium Direct Seller agrees to indemnify the Company and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, lost business or claims including third party claims as a result of Direct seller's unauthorized representations or arising out of E Biotorium Direct Seller's business practices and actions

5.6 Responsibility for Paying Taxes:

5.6.1 All E Biotorium Direct Sellers are personally responsible for compliance with all relevant taxation laws and regulations of India that may arise out of his earnings from distribution of the Products of the Company or any other earnings generated as a seller of Company products and services.

5.6.2 The Company will comply fully with any court order or instruction/demand by any Indian Government taxation authority, in relation to a Direct Seller's earnings as a result of his E Biotorium Distributorship. Besides any and all payments by the Company to the E Biotorium Direct Seller towards Direct Seller's entitlements of whatsoever nature shall be subject to deduction of Tax at source (TDS) at

applicable rates and a Direct Seller must possess Income Tax Permanent Account Number (PAN) under the provisions of Indian Income Tax Act 1961 and provide a copy of the PAN card issued to the Direct Seller by the income tax department, to the Company.

5.6.3 Similarly, if the Direct seller is already a registered dealer for GST, the certificate of registration must be submitted at the time of registering as Direct seller. If however, after becoming Direct seller

with the company, if his/her income crosses the limits prescribed in the GST Act, he will have to register with the department and forward the GST registration certificate to the company so that his status is changed to registered dealer and on his raising invoices for the income received by him from the company along with the GST, he would be refunded the GST tax paid.

5.7 Vendor Confidentiality: The Company's business relationship with its vendors, manufacturers and suppliers is confidential. E Biotorium Direct Seller shall not contact directly or indirectly, or speak to or communicate with any representative of any supplier or manufacturers of the Company except at a company sponsored event at which the representative is present at the request of the Company.

5.8 Information Confidentiality: On a periodic basis, the Company may supply data processing information and reports to the E Biotorium Direct Seller, which will provide information concerning the E Biotorium Direct Seller's sub-E Biotorium Direct Seller's sales organisation, Preferred Customers, product purchases and product mix. The E Biotorium Direct Seller agrees that:

- a) Such information is proprietary and confidential to the Company and is transmitted to the E Biotorium Direct Seller in confidence.
- b) He will not disclose such information to any third party directly or indirectly, nor use the information to compete with the Company directly or indirectly during or after the term of the Agreement.
- c) E Biotorium Direct Seller must take appropriate steps to safeguard and protect all private information including without limitation, banks account details, credit card and other details provided by a retail customer, prospective E Biotorium Direct Seller or other E Biotorium Direct Seller.
- d) The E Biotorium Direct Seller and the Company agree that, except as provided for by the confidentiality and

nondisclosure provisions of the Agreement, the Company would not provide the above confidential information to the E Biotorium Direct Seller.

- e) E Biotorium Direct Seller are responsible for secured handling and storage of all documents that may contain private information of retail customers and other E Biotorium Direct Sellers.
- f) E Biotorium Direct Seller must adopt, implement and maintain appropriate administrative, technical and physical safeguard to protect against anticipated threats or hazards to the security of confidential information and customer data.
- g) An E Biotorium Direct Seller seeking to sell his E Biotorium Distributorship must acknowledge and agree to this provision prior to the finalization of the sale of their E Biotorium Distributorship.

SECTION 6: SPONSORS'S SUPPORT/RESPONSIBILITIES

6.1 Sponsoring Right: All E Biotorium Direct Sellers have the right to sponsor others. In addition, every person has the ultimate right to choose his own sponsor. If two E Biotorium Direct Sellers should claim to be the sponsors of the same new E Biotorium Direct Seller, the Company shall regard the first application received by the corporate home office as controlling. As a general rule, it is good practice to regard the first E Biotorium Direct Seller who has meaningfully worked with a prospective E Biotorium Direct Seller as having the first claim to sponsorship though this is not necessarily the sole factor of consideration. Other factors of consideration such as common sense and equitable principles should also be utilized.

6.2 Responsibility to submit completed application with documents: The Company may provide the E Biotorium Direct Sellers with various methods of submitting registration or information of newly sponsored E Biotorium Direct Sellers, including but not limited to, facsimile registration and online registration for the convenience of the E Biotorium Direct Sellers.

Till the Company receives a duly completed application, containing all appropriate and required information as well as the signature of the proposed new E Biotorium Direct Seller, the Company will only consider any such application as one which is merely a non-binding expression of interest. Although the Company is attempting to create convenience for its sponsoring E Biotorium Direct Sellers, it is the responsibility of each sponsoring E Biotorium Direct Sellers to cause delivery to the Company of a completed and signed E Biotorium Direct Sellers agreement if the sponsor is expected to be recognized as the official sponsoring E Biotorium Direct Seller.

6.3 Responsibility to supervise: E Biotorium Direct Sellers must also be able to provide to the Company annually, proof of ongoing fulfilment of their sponsorship responsibilities. Any E Biotorium Direct Seller, who sponsors other E Biotorium Direct Sellers or sub-E Biotorium Direct Sellers, must fulfil the obligation of performing a bonafide supervisory, distributing and selling function in the sale and/or delivery of product to the ultimate consumer and in the training of those sponsored.

E Biotorium Direct Sellers must have ongoing contact, communication and management supervision with their sales organisation(s). For the avoidance of doubt, potential E Biotorium Direct Sellers shall not be required to provide any form of payment

or benefit in order to be sponsored by the E Biotorium Direct Seller. Examples of such supervision may include, but are not limited to: written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, accompanying individuals to company training etc.

6.4 Responsibility to train: Those who sponsor widely but who do not help new E Biotorium Direct Sellers develop their business will be met with limited success. Therefore, it is the E Biotorium Direct Sellers's responsibility to follow through and make sure the new E Biotorium Direct Sellers is properly informed and trained in the areas of product knowledge, the compensation plan, the professional guidelines of the network marketing industry, the Company Policies, Handbook and Agreement. Each sponsor shall conduct, or provide access to, training and motivation that complies with the Policies and Procedures Handbook.

In order to meet this obligation, the Sponsor shall encourage his sponsored Direct Seller to attend training organized by E Biotorium or personally train the Direct Sellers whom he or she sponsored or arrange for support from other direct sellers, including his or her up line, Direct Seller Training Providers. In all cases the Sponsor remains responsible and accountable under the E Biotorium Direct Seller Contract for ensuring that compliant training and motivation are made available to his or her sponsored Direct Sellers

6.5 Responsibility to provide complete information: When soliciting a prospective E Biotorium Direct Sellers to join the Company's network programme, the E Biotorium Direct Sellers must clearly explain the following:

- a) Products: type, performance and quality of each product;
- b) Compensation plan;
- c) Policies and Procedures;
- d) E Biotorium Direct Sellers's rights and duties; and
- e) Other important items that will affect the judgment of the prospective E Biotorium Direct Sellers.

6.6 Obligations of the direct seller/collaborative entity.

- a) For the purposes of the business of the Company, the Direct seller/Collaborative Entity shall clearly while dealing with prospective costumers clearly identify himself & disclose the identity of the Company including address of the place of business of the Company, nature of products manufactured and/or sold by the Company, and also clearly communicate and/ or disclose to the prospective customers its associated risks and benefits of the products of the Company.

- b) The Direct seller/Collaborative Entity shall provide accurate and complete information with respect to demonstration of the product of the Company, its prices, terms of payment, return, exchange, refund policy to the prospective customers & shall not in any way hide any material information about the products of the Company.
- c) The Direct seller/Collaborative Entity shall provide his identity card issued by the Company to the prospective customer prior to carrying out any sale for and on behalf of the Company and shall also show/display "Brochure" of the Company which would contain brief description of the Company & description of the products of the Company as and when demanded by the prospective customer.
- d) The Direct seller/Collaborative Entity shall prior to the conclusion of sale with the prospective customer disclose the total consideration amount which would be paid to the company, in case, the prospective customers agree to buy the products of the Company. The Collaborative Entity shall also disclose country of origin of the products of the Company & shall provide right to inspection, if the prospective customer so desires, of the products of the company at a mutually agreeable place and time as may be decided between the prospective customer and the Collaborative Entity.
- e) The Direct seller/Collaborative Entity shall have a limited right to persuade the prospective customers to buy the products of the Company and shall in no means whatsoever use any coercive and/or unfair trade practices which would directly and/or indirectly affect the business of the company while dealing with the prospective customers. Any contravention of this clause shall be the sole responsibility of the Collaborative Entity and the Company shall not be in any way responsible for the same.
- f) It shall be the duty of the Direct seller/Collaborative Entity to protect all personal sensitive information provided by the prospective customer and shall take reasonable care and precaution that the information as provided shall not be disclosed to any third party excluding the Company which may be adversarial to the interests of the prospective customers. Any contravention of the Collaborative in respect of the present clause shall be the sole responsibility of the Collaborative Entity and the Company shall not be in any way responsible for the same.
- g) The Direct seller/Collaborative Entity shall not-
 - i. Visit the prospective customer's premises without the

identity card and brochure as provided by the Company and also shall not visit the premises of the prospective customers without prior appointment convenient to the prospective customers.

- ii. Shall not provide any prospect/brochure and/or any fake description of the products which are not been approved by the Company.
 - iii. In pursuance of a sale, make any claims that are not consistent with the statements/product information of the products authorized by the company.
 - iv. In pursuance of a sale, shall not mislead the prospective customers in purchasing the products of the company by providing any information which are inconsistent to the claims of utility of the products manufactured by the company.
 - v. 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 Collaborative Entity to provide the bank details of the Company for the transfer of sale consideration of the products of the Company.
 - vi. Shall not demand any token money/earnest money from the prospective customers for the products ordered.
 - vii. Shall not sell the product above the Maximum Retail Price (MRP) and/or below the selling price as specified by the company in respect of products of the company from time to time.
 - viii. Shall not in any way put to sale the products of the Company through any E-commerce medium and/or platform.
 - ix. Shall not disparage and/or defame the Company in any manner in front of the prospective customers.
- h) It has been communicated to the Collaborative Entity that 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, the Collaborative Entity shall 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. Any adversarial claims made by the Collaborative Entity while dealing with prospective customers with respect to the above referred policies shall be the sole responsibility of the Collaborative Entity and the Company shall not in any way be held responsible for the same and/or be required to fulfill the same.

- i) It shall be necessarily communicated to the prospective customers that the Company does not provide any insurance, installment or credit payment scheme for the products sold by the Company. Any such representation made by the Collaborative Entity shall be void and the Company shall not be in any way liable to be obliged by the same.
- j) It shall be necessarily communicated 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 Collaborative Entity if the goods were not defective during the inspection of the Collaborative Entity during pick up from authorized centers of the Company.
- k) It shall be necessarily communicated to the prospective customers that though 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 customer shall not in any way 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. Any deviations from the responsibility as specified in this clause shall be the sole responsibility of the Collaborative Entity and the Company shall not in any way be responsible for the same.
- l) It shall be communicated to the prospective customers by the Collaborative Entity that any claims made with respect to delivery of the goods shall always be subjected to availability of stock of the products ordered by the prospective customers with the Company.
- m) The Direct seller/Collaborative entity shall after the confirmation of order by the prospective customers shall be required to do the following-
 - a) 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.

- b) In case of availability, procure the product from the pickup centers authorized by the Company. During such procurement from authorized pick-up centers, the Collaborative Entity 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 Collaborative Entity shall accept the delivery of product from authorized pick-up centers of the company.
- c) After such procurement upon satisfaction by the Collaborative Entity, he shall deliver the product to the prospective customers through any mode as may be desirable to the Collaborative Entity. 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 Collaborative Entity 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 Collaborative Entity.
- d) Upon delivery to the prospective customer, the Collaborative Entity 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 Collaborative Entity 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.
- e) Upon acceptance of product, the Collaborative Entity 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 Collaborative Entity. It shall be responsibility of the Collaborative Entity to ensure that the consideration of the products sold is received by the

Company and only upon such receipt by the Company, the Collaborative Entity shall handover the possession and/or ownership of the products to the prospective customer.

6.7 Transfer of Sponsorship:

6.7.1 Transfer is rarely permitted and is actively discouraged. Maintaining the integrity of sponsorship is absolutely crucial for the success of the overall organization.

6.7.2 Transfers will generally be approved in the following two (2) circumstances:

- i In the case of unethical sponsoring by the original sponsor – in such cases, Company will be the final authority; or
- ii Resigning from the Company entirely – waiting six (6) months to reapply under the new sponsor.

SECTION 7: PROMOTION OF E BIOTORIUM PRODUCTS AND OPPORTUNITIES

7.1 Sales Presentation/Advertising Correct Information:

- 7.1.1** The Direct Seller shall be basically selling and distributing the products of the Company for incentives by way of Direct Seller's margin. The Company's products purchased by E Biotorium are for personal use of Direct Seller or use by family or relatives and otherwise are not for resale. All Company products are sold at Company-specified prices. A Direct Seller shall not advertise for sale or put up for sale Company's products that deviates from Company pricing. A Direct Seller shall not advertise, offer or provide a customer with a rebate or other consideration to facilitate a lower customer price for Company's products.
- 7.1.2** E Biotorium Direct Seller shall not advertise Company products/services/ marketing plans except as approved by the Company.

7.2 Retail Establishment (Pickup Centers):

- 7.2.1** Company products or services may only be displayed, sold and delivered in retail establishments where the nature of the business is to make appointments with customers (such as salons, doctor's offices, and health clubs where appointments are scheduled).
- 7.2.2** The sale and delivery of such products or services within such retail facilities must be conducted by a Direct Seller and must be preceded by a discussion where the Direct Seller introduces the Company's products or services and opportunities just as they would if they had met outside of the retail facility. Company produced literature, banners, or signage only shall be displayed on a shelf, counter, or wall and must be displayed by itself.
- 7.2.3** Company products or services shall not be sold in any retail establishment, even by appointment, if competitive products or services are sold in that establishment.
- 7.2.4** From time to time, the Company may announce policies and rules that expand or contract restrictions on sales in retail establishments

7.3 Trade Shows:

7.3.1 Company products or services and opportunity shall be displayed at trade shows by E Biotorium Direct Seller only with written authorization from the Company received before the participation.

7.3.2 Request(s) for participation in trade shows must be received in writing by the Company at least two weeks prior to the show.

7.3.3 Only Company produced marketing materials shall be displayed or distributed. No Direct Seller shall sell or promote the Company products or services or business opportunity at flea markets, swap meets, or garage sales.

7.4 Assigned Territory: E Biotorium Direct Sellers are not assigned exclusive territories for marketing purposes, nor shall any Direct Seller imply or state that he does have an exclusive territory. There are no geographic limitations on sponsoring E Biotorium Distributors or selling product within the India and any approved countries in which the Company is registered to do business.

7.5 International Sales: No E Biotorium Direct Seller shall export or sell directly or indirectly to others who export the Company's products, literature, sales aids or promotional material relating to the Company, its products or services or the Company's programme from India to any other country. E Biotorium Direct Seller who choose to sponsor internationally, may do so only in countries in which the Company or its parent company has registered to operate its business and must comply fully with the Rules of Operation of a Company Distributorship in that country. Any violation of this clause constitutes a material breach of this Agreement and is grounds for immediate termination.

7.6 Endorsements: E Biotorium Direct Sellers shall not represent that the Company's programme has been approved or endorsed by any Indian Government agency.

7.7 Newspaper Advertisement: Some E Biotorium Direct Seller use classified advertising in the newspapers to find prospective Direct Seller. While any such advertisement shall be subject to prior approval of the Company, the following rules apply – no advertisement shall imply that a "job" or "position" is available. No specific income can be promised and advertisements must contain no misleading facts or distortions of the Company opportunity or product line.

7.8 Business Cards and Stationery: Any printed materials, including business Cards and stationery, must be approved by the Company in advance. The criteria for approval would be the quality of the materials submitted as well as necessity of establishing the independent status of the Direct Seller.

7.9 Press Inquiries: Any inquiries by the media are to be referred immediately to the Company. This policy is to assure accuracy and a consistent public image.

SECTION 8: BUSINESS COLLATERALS

The content, review and authorization, creation, production, promotion, distribution, offering for sale and sale of Business Collateral Support Materials shall strictly adhere to this Section 8 and other applicable provisions in this Policies and Procedure Handbook.

8.1 General Rule for Business Collaterals:

- 8.1.1** E Biotorium recognizes the importance of training to E Biotorium Direct Sellers and produces Business Collaterals for representation of its business opportunity and explaining about the Products. Only such Company produced Business Collaterals are to be used by E Biotorium Direct Sellers in promotion of their E Biotorium business.
- 8.1.2** No Third Party produced Business Collateral whether developed by E Biotorium Direct Seller or any independent person can be used for promotion of business or product of E Biotorium, except with explicit written consent from E Biotorium. E Biotorium reserve its right to grant limited license to Senior E Biotorium Direct Seller to produce their own Business Collaterals, provided such collaterals complies with requirement of these policies and are submitted for review and approval to E Biotorium before their production or dissemination.
- 8.1.3** Such Approved Third-Party Business Collaterals shall not be offered for sale or sold to prospective E Biotorium Direct Seller or Preferred Customers or E Biotorium Direct seller. E Biotorium Direct Seller may neither give to, nor receive compensation, remuneration or other financial incentives from, other E Biotorium Direct Seller for the promotion, distribution, offering for sale of such Approved Third-Party Business Collaterals and they shall only be used to complement the Company produced Business Collaterals.
- 8.1.4** Such Approved Third-Party Business Collaterals shall not infringe in any way on E Biotorium copyrights, trademarks or other intellectual property rights, or provisions of any other applicable laws, rules or regulations.
- 8.1.5** Such Business Collaterals shall not suggest, imply, promise or guarantee, either directly or indirectly, that any specific level or amount of sales, income, profit or earnings may be derived from the E Biotorium Business or from selling any specific line or lines of E Biotorium Products.

8.1.6 Any claim relating to the use, characteristics and/or performance of E Biotorium Products must be reproduced verbatim from official E Biotorium sources, without alteration or modification. No third- party claim for the same shall be authorized in any such Business Collateral. E Biotorium Direct Sellers may, with prior company's approval given, incorporate into their communications or include in presentations reduced to a fixed medium full and exact reproduction(s) of materials set forth in E Biotorium-produced literature, E Biotorium website, or E Biotorium-produced labels.

SECTION 9: BUSINESS PRACTICES

9.1 Being Truthful and Accurate: No Direct Seller shall:

- 9.1.1 Make any offer to sell any E Biotorium product which is not accurate and truthful as to price, grade, quality, performance, and availability.
- 9.1.2 Make statements or representations regarding the Company or its Products other than those approved and provided in writing by the Company such as its Company Policies and Procedures Handbook and/or any other official Company printed literature and publications.
- 9.1.3 In any way whatsoever, represent incorrectly with regard to prices, quality, standards, grades, contents, style or model, place of origin or availability of E Biotorium Products.

9.2 Product Claims: No Direct Seller shall:

- 9.2.1 Make any claim that the Company products are intended to diagnose, treat, cure or prevent any disease. Such statements can be perceived as medical claims and unsubstantiated claims such as these are strictly against general Company policies and shall also violate relevant laws in India.

Pursuant to the Company's general policies of prohibition of medical, curative or treatment claims, the Company enumerates the following specific policies which include but are not be limited to:

- i. E Biotorium Direct Sellers are prohibited from making medical, curative or treatment claims, whether expressed or implied;
 - ii. E Biotorium Direct Seller are prohibited from using in any and all of their marketing materials and promotion any descriptions that are regarded as health or medical claims stating that; Products of the Company under the brand name "E Biotorium" may alleviate, cure, diagnose, prevent, relieve, or treat any medical condition, disease, ailment or malady.
- 9.2.2 Make exaggerated product claims or non-guaranteed claims with regard to E Biotorium Products.
 - 9.2.3 Agree to make no false or fraudulent representations about the Company, the products, the Company compensation plan, or income potentials

9.3 Income Claims: No income claims, income projections, income representation, or showing of Direct Seller Margin checks (“check waving”) shall be made to prospective Direct Sellers. Any false, deceptive or misleading claims regarding the opportunity or product/service are prohibited. In their enthusiasm, E Biotorium Direct Sellers are occasionally tempted to represent hypothetical income figures based upon the inherent power of network marketing as actual income projections. This is counter-productive, since new Direct Sellers may be quickly disappointed if their results are not as extensive or as rapid as a hypothetical model would suggest. The Company believes firmly that the income potential is good enough to be reasonably attractive in reality without resorting to artificial and unrealistic projections.

9.3.1 E Biotorium products require explanation about their use do not allow its E Biotorium Direct Seller to sell through impersonal channel of distribution.

9.3.2 Selling Non-E Biotorium products by making use of E Biotorium distribution network by E Biotorium Direct Seller is prohibited.

9.4 Prohibition on Raiding and Cross-Solicitation of Products or Other Business Opportunities:

9.4.1 The Company takes seriously its responsibility to protect the livelihood of its sales forces and hard work invested to build a sales organisation. Raiding and solicitation actions in which E-Biotorium Direct Sellers seek to raid and solicit other E -Biotorium Direct Sellers in the sales organisation to non-company products and services and to other business opportunities, severely undermines the marketing programme of the Company, interferes with the relationship between the Company and its sales force and destroys the livelihood of other E Biotorium Direct Sellers who have worked hard to build their own business, the business of their sales and benefits they have earned by helping to build a sales organisation.

Therefore, E Biotorium Direct Sellers shall not directly or indirectly sell to, nor solicit from, other Company Direct Sellers, non-company products or services, or in any way promote to other Company Direct Sellers business opportunities in marketing programme of other business opportunity companies at any time.

9.4.2 E Biotorium Direct Sellers shall not engage in any recruiting or promotion activity that targets Company Direct Sellers for opportunities or products of other direct selling companies or business opportunities, either directly or indirectly, by themselves or in conjunction with others, nor shall an E

Biotorium Direct Seller participate, directly or indirectly, in interference, raiding or solicitation activity of Company Direct Seller for other direct selling companies or business opportunities. Unless approved in writing by the Company, this general prohibition includes sales or solicitation of non-company products or services at meetings organized for Company sales, promotion, training recruitment, demonstration, etc. This prohibition on targeting, interference, soliciting and raiding shall be in effect during the term of the E Biotorium Direct Seller Agreement and for a period of three (3) years after the termination of the E Biotorium Direct Seller Agreement.

For the term of this agreement and for three (3) years after termination hereof, a Direct Seller shall not, directly or indirectly, recruit any of Company's E Biotorium Direct Sellers to join other direct sales or network marketing companies nor solicit, directly or indirectly, Company's E Biotorium Direct Sellers to purchase services or products, or in any other way interfere with the contractual relationships between Company and its E Biotorium Direct Sellers.

- 9.5 Repackaging:** Repackage, or otherwise change or alter any of packaging labels of E Biotorium product is prohibited.

SECTION 10: USE OF E BIOTORIUM'S TRADEMARK, TRADENAME AND COPYRIGHT MATERIAL

The name of the Company and other names as may be adopted by the Company are proprietary trade names and trademarks of the Company. As such, these marks are of great value to the Company and are supplied on permissive, non-exclusive and terminable license basis to E Biotorium Direct Sellers for use only in an expressly authorised manner exclusively in relation to the distribution of the Products of the Company. Following are the terms of using:

- 10.1** E Biotorium Direct Sellers agree not to advertise Company products or services in any way other than the advertising or promotional materials made available to E Biotorium Direct Sellers by the Company.
- 10.2** E Biotorium Direct Sellers agree not to use any written, printed, recorded or any other material in advertising, promoting or describing the products or services or the Company marketing program, or in any other manner, any material which has not been copyrighted and supplied by the Company, unless such material has been submitted to the Company and approved in writing by the Company before being disseminated, published or displayed.
- 10.3** The Company will not permit the use of its copyrights, designs, logos, trade names, trademarks, etc., without its prior written permission. E Biotorium Direct Sellers shall not use the Company logo in marketing or sales materials, except upon approved business cards. The trademarked term E-Biotorium™ or Trade Mark of the Products must also be appropriately annotated. In addition to general prohibitions on use of the Company trademarks or logos, the Company specifically prohibits the use of Company trademarks or logos in conjunction with the sale of any other non-Company products.
- 10.4** All Company materials, whether printed, on film, produced by sound recording, or on the internet, are copyrighted and shall not be reproduced in whole or in part by E Biotorium Direct Sellers or any other person except as authorized by the Company. Permission to reproduce any materials will be considered only in extreme circumstances. Therefore, an E Biotorium Direct Seller should not anticipate that approval will be granted, even if the same is sought by the E Biotorium Direct Seller in this regard.
- 10.5** An E Biotorium Direct Seller shall not produce, use or distribute any information relative to the contents, characteristics or

properties of Company product or service which has not been provided directly by the Company. This prohibition includes but is not limited to, print, audio or video media.

- 10.6** An E Biotorium Direct Seller shall not produce, sell or distribute literature, films or sound recordings which are deceptively similar in nature to those produced, published and provided by the Company for its E Biotorium Direct Sellers. Nor shall an E Biotorium Direct Seller purchase, sell or distribute non-company materials which imply or suggest that said materials originate from the Company or are in any manner similar to the Products of the Company in functionality, purpose, utility or otherwise.
- 10.7** Any display ads or institutional or trademark advertising copy, other than covered in the foregoing rules, must be submitted to the Company and be approved in writing by the Company prior to its publication.
- 10.8** All advertising, direct mailing, and display must be approved in writing before being disseminated, published or displayed. Advertising on radio, TV, newspapers, magazines, and websites except through the permitted website under Clause 11.2 is strictly prohibited.

SECTION 11: INTERNET AND WEBSITE POLICY

- 11.1 No sale through Internet:** Products of the Company cannot be sold in e-commerce mode and any such selling through Internet in e-commerce mode is strictly prohibited. The internet website is created and used by the Company strictly for the purpose of advertisement, publicity and public awareness about the Products of the Company.
- 11.2 Use of Website and Business Promotion require prior approval:** E Biotorium Direct Sellers are prohibited from creating any independently- designed website relating to the Company Business or the Products. All Direct Sellers must receive prior authorisation from the Company by submitting all promotional products such as DVDs, CDs, Brochures, flyers Etc., prior to their use. Violation of this clause will subject the E Biotorium Direct Seller to rights suspension and/or termination of the Agreement.
- 11.3 Use of Website with E Biotorium identity:** No Direct Seller shall independently design a website that uses the names, logos, product or service descriptions of the Company, nor shall a Direct Seller use "blind" ad on the internet making product or income claims which are ultimately associated with Company products, services or the Company's compensation plan. Any person using Company names, logos, trademarks, Etc., on the internet or any other advertising medium, except as permitted and approved by the Company, shall be subject to immediate disciplinary action which may include termination of the Agreement.
- 11.4 Prohibition on Use of Shopping Sites, Auction Sites:** An E Biotorium Direct Seller is strictly prohibited from selling or promoting Company products on internet shopping sites, internet auction sites, and internet classified listings including, but not limited to, eBay, amazon.com, and craigslist.com. Any violation of this article will constitute grounds for rights suspension and/or termination of the Agreement.
- All warranties on Company products are limited and non-transferable. The Company disclaims all statutory and implied warranties to the extent as permitted by law. The product warranty is limited to the express terms of the Consumer Limited Warranty and the Extended Consumer Limited Warranty.

11.5 No Spam Policy: It is specific Company policy to prohibit unsolicited email (spamming) or information by facsimile relating to the Company's opportunity and products and services. The Company has a zero-tolerance policy of spamming practices. E Biotorium Direct Seller who violate the Company's "no spam policy" are subject to disciplinary action which may include termination of the Agreement.

SECTION 12: CANCELLATION OR TERMINATION OF DISTRIBUTORSHIP; DISCIPLINARY ACTION:

12.1 Disciplinary Actions: A Direct Seller's violation of any Policies and Procedures, the Agreement, terms and conditions or any illegal, fraudulent, deceptive, or unethical business conduct may result, at the Company sole and entire discretion, in one or more of the following disciplinary actions:

- a) Issuance of a written warning or admonition; and/or
- b) Imposition of liquidated damages (being 200% of the gross Direct Seller Margin entitlements, etc. received by the Direct Seller in the immediately preceding year and in case the Direct Seller has not completed a full year, the entire immediately preceding period), which may be recovered immediately or withheld from future entitlements checks; and/or
- c) Reassignment of all or part of a Direct Seller's organisation; and/or
- d) Freezing of Direct Seller Margins/entitlements for an indefinite period; and/or
- e) Suspension, which may result in termination or reinstatement with conditions or restriction.
- f) Termination of the E Biotorium Distributorship.

In instances of violation of the E Biotorium Policies and Procedures any Direct Seller may make a complaint to E Biotorium in accordance with the Complaint Procedure set out in Section 12.2 below

12.2 Complaint Procedure: When a Distributor has discovered that there may have been a violation of the Policies and Procedures, he must notify the company and his up line of the violation and all facts and documentary or other evidence connected with it.

12.2.1 Notification to Alleged Violator: On receiving this notice, or on Company becoming aware about any violation *suo-moto*, the company will notify the appropriate Direct Sellers of the complaint and request an immediate response.

12.2.2 Insufficient Information: If the complaint and response do not contain sufficient facts upon which to make a decision, additional information may be requested from any party by the company.

12.2.3 Informal Resolution: After company receives all information of facts and circumstances relevant to the complaint, it will decide whether there has been a violation of the Policies and Procedures and will then discuss the matter with the Direct

Sellers that it Seller involved to explain the rationale behind the rule and to obtain adequate assurance from the will not recur.

12.2.4 Formal Resolution: If the company is unable to settle the matter informally and if the appropriate corrective action is deemed by the company to be taken other than termination or the company will forward a decision letter to the violating Direct Seller. The decision letter will list the specific complaint(s), outline the corrective action to be taken and, if appropriate, setting a time limit for compliance.

12.2.5 Failure to Comply: Company will allow the Distributor to implement the appropriate corrective action within the time limit specified in the decision letter. However, if compliance has not occurred on expiration of the time limit, E Biotorium will take further enforcement action directly.

12.3 Right to Terminate: The Company reserves the right, at its sole and entire discretion, to terminate any E Biotorium Distributorship at any time if the Company determines that the E Biotorium Direct Seller has violated the provisions of the Agreement including the Policies and Procedures of the Company, including the provisions of the clauses contained in this document herein, including as and when these clauses may be amended by the provisions of applicable laws and standards of fair dealings and the said violation(s) has not been cured by the Direct Seller concerned in spite of a 30 days' notice from the Company to that effect. In the event of termination, the Company shall notify the Direct seller, by mail at the most current address of the Direct Seller lodged with the Company. In the event of a termination, the terminated Direct Seller agrees to immediately cease representing himself as E Biotorium Direct Seller.

12.4 Termination by Company:

- a) When a decision is made to terminate a Distributorship, the Company will inform the Direct Seller in writing that the Distributorship is terminated immediately, effective as of the date of the written notification. The termination notice will be sent by registered mail to Direct Seller's most current address on file with the Company.
- b) The Direct Seller will have seven (7) days from the date of mailing of the registered letter in which to review the termination in writing for the Company to reconsider the said termination, and provide written response as to the findings of violations of the Company Policies and Procedures

Handbook and/or Agreement. The Direct Seller's review appeal and/or response correspondence must be received by the Company within twenty (20) days of the Company's termination letter. If the appeal is not received within the 20-day period, the termination will automatically have deemed to be final.

- c) If a Direct Seller files a review appeal in accordance with the stipulated procedures and time period, the Company will review and consider the Direct Seller's review appeal. In addition, the Company will also consider any other appropriate action, and notify the Direct Seller of its decision in due course.
- d) The decision of the Company will be final and subject to no further review. In the event the termination is deemed to be final, the termination will be effective as of the date of the Company's original termination notice. The terminated Direct Seller shall not be sponsored as a Company Direct Seller again.
- e) While pending consideration of the review appeal made by the Direct Seller by the Company, all rights of the Direct Seller under this Agreement shall stand suspended. Upon confirmation of termination of E Biotorium Distributorship in spite of the review of the Company, all rights under the Agreement cease. The terminated ex-Direct Seller will no longer be eligible for any rights, bonuses or Direct Seller Margins. The terminated ex-Direct Seller can also no longer advertise, sell or promote the Company products or purchase products from the Company and any violation of this clause will be sufficient grounds for the Company, at its sole and entire discretion, commence whatever action including but not limited to, legal action, against the terminated ex-Direct Seller.

12.5 Cancellation of E Biotorium Distributorship:

- a) The E Biotorium Direct Seller Agreement may be cancelled / terminated at any time and for any reason by a Direct Seller notifying the Company in writing of his election to cancel, by way of a 60 days' advance notice. Similarly, the Company may also cancel / terminate the E Biotorium Direct Seller Agreement without cause and without assigning any reason by giving 60 days' advance notice to the Direct Seller to that effect.

- b) All cancellations are accepted and effective as stated. As of the effective cancellation date, the Direct Seller loses all privileges of leadership and in relation to his/her sub-Direct Sellers, and is no longer eligible for any rights, bonuses or Direct Seller Margins. He cannot advertise, sell or promote the Company products or purchase product from the Company. The cancelling Direct Seller's sub-distributorships automatically transfers to his immediate main Direct Seller. The resigning / terminated Direct Seller must wait six (6) Months before he is eligible again to be sponsored again as a Company Direct Seller, either as an individual or a corporation.
- c) The Company will consider an application to reinstate a "resigned / terminated Direct Seller" one year after the resignation / termination date. As part of the application, the former Direct Seller must pledge to adhere to the existing requirements of the Company Policies and Procedure Handbook and Agreement. Acceptance of the application is at the discretion of the Company and the Company shall also have the discretion to reinstate the former Direct Seller in the sales organisation at his or her former position or to require a lesser placement as a condition to reinstatement. The Company reserves the right to, at its sole and entire discretion, accept or reject such application.

SECTION 13: MISCELLANEOUS PROVISIONS

13.1 Rights of the Company:

- a) The Company expressly reserves the right to alter, modify or amend prices, Rules and Regulations, Policies and Procedures, product availability and the compensation plan. Upon notification in writing, such amendments are automatically incorporated as part of the Agreement between the Company and Direct Seller. Company communication of changes may include, but shall not be limited to mail, email, fax, posting on the Company website, publication in company newsletters or magazines, etc.
- b) The Company reserves the right to make all final decisions as to the interpretation of the articles stated in this document. The final Company decision based on the interpretation of the articles stated herein is effective immediately. All Direct Sellers are obliged to follow the Company's decision as to the interpretation of the articles herein.

13.2 Indemnification and Hold Harmless:

The E Biotorium Direct Seller hereby indemnifies and releases the Company, its officers, directors, agents and assigns and holds harmless from and against the full amount of any and all claims, causes of action, judicial and administrative proceedings suits, charges, liabilities, losses, damages, costs and expenses, including without limitation court costs and reasonable fees and expenses of attorneys and consultants, which are or may be made, filed or assessed against Company at any time arising out of Direct Seller's business operations and representations made by the Direct Seller in the operation of his business whether during the term of this Agreement or after its expiry or termination, arising from the following:

- a) Violation and/or lack of compliance with terms of the E Biotorium Direct Seller Agreement, Policies and Procedures, rules and regulations, marketing programme manual or guidelines or any other directive from the Company as to the method and manner of operation of the E Biotorium Direct Seller business; and/or
- b) Engaging in any conduct not authorized by the Company in the Company marketing programme; and/or
- c) Any fraud, negligence or willful misconduct in the operation of the Direct Seller business; and/or
- d) Misrepresentation or unauthorized representation regarding the Company's product or service, marketing opportunity or

- potential or the Company's marketing program; and/or
- e) Failure to adhere to the relevant laws of India; and/or
- f) Engaging in any action which exceeds the scope of authority granted to the Direct Seller by the Company; and/or
- g) Engaging in any activity over which Company has no effective control as to the actions of the Direct Seller; and/or
- h) Any claim or demand by the customers of the Direct Seller for which the Company is not responsible in relation to its Products; and/or
- i) Any other cause or reason attributable to the Direct Seller or anybody connected to the Direct Seller.

13.3 Severability Clause/Partial Validity: If any article/section/clause or any part thereof of this document shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining articles shall not in any way be affected or impaired thereby.

13.4 Waiver: The Company never gives up its right to insist on compliance with these rules or with the applicable laws governing the conduct of a business. This is true in all cases, both specifically expressed and implied, unless an officer of the Company who is authorized to bind the Company in contacts or agreements specifies in writing that the Company waives any of these provisions. In addition, any time the Company gives permission for a breach of the rules, that permission does not extend to future breaches. This clause deals with the concept of "waiver," and the parties agree that the Company does not waive any of its rights under any circumstances short of the written confirmation alluded to above.

13.5 Non-Competition: For a term of one (1) year after sale, transfer or termination of the E Biotorium Distributorship, a Direct Seller agrees that he shall not, directly or indirectly, disrupt, damage, impair or interfere with the business of the Company within India, whether by way of interfering with, or raiding its employees or Direct Sellers, disrupting its relationship with customers, agents, representatives, Direct Sellers, suppliers, vendors or manufacturers or otherwise. "Disrupting" or "interfering" include, but are not limited to, direct or indirect solicitation or recruitment for other direct selling business opportunities or products or services of other direct selling companies, spreading of unfounded rumors about the Company and/or its Products, engaging in negative propaganda in any forum or media in any manner, in relation to the Company and/or its Products and similar other acts and deeds of the E Biotorium Direct Seller or anybody connected

the E Biotorium Direct.

13.6 Subpoenas Duces Tecum (Demands for Records): Assuming proper jurisdiction, the Company will comply with all subpoenas duces tecum demanding financial compensation records of a Direct Seller in his capacity as an independent contractor with the Company.

13.7 Request for Records: The Company will comply fully with all requests for records accompanied by a properly prepared and signed authorization by the person whose records are being sought. The Company will comply fully with all requests for records by India Government agencies with the authority to request such records and accompanied by the requisite legal documentation.

13.8 Arbitration, Governing Law & Jurisdiction: 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 arbitration shall be Bangalore. These rules are reasonably related to the laws of the India and shall be governed in all respects thereby. The parties agree that courts at Bangalore alone shall have exclusive jurisdiction. Provided however, in case the Company shifts its registered office from City of Bangalore to any other city in a different State, the courts at that city where the registered office of the Company is situated alone shall have exclusive jurisdiction.

SECTION 14: E BIOTORIUM REFUND POLICY & WARRANTY

E Biotorium is proud of the quality of the Product it sells and stand fully committed to support its Direct Seller and Customer who purchase E Biotorium Products for self-use or further sales.

Company does not provide any warranty and/or guarantee and/or refund and/or replacement and/or return of whatsoever nature of its products, if the same are purchased through the pickup center, company premises or authorised distribution channels spread throughout the country, after due verification.

The nature of the products of the company is such that it does not remain "Currently Marketable" from the health point of view, if the same is unpacked or used even for some time.

- 14.1 Money Back Guarantee:** E Biotorium Offer 100% money back Guarantee to every Direct Seller, Preferred Customer or customer to return 'Currently Marketable' E Biotorium Product, which can be exercised within a period of Seven (7) days from the date of such purchase. "Currently Marketable" Product would mean Products which are unpacked, unused, not damaged and marketable, are not seasonal, discontinued or special promotion offer Products.
- 14.2 7 days Cooling Off period:** E Biotorium also offer to its Direct Seller a seven (7) days cooling off period from the date of his/her joining, within which the Direct Seller may cancel the contract without being subject to any penalty and seek refund for any Product purchased within such time upon returning such Product in "**Currently Marketable**" Condition. For the clarification of doubt, E Biotorium do not charge any penalty on any Direct Seller terminating this contract even after the cooling off period.
- 14.3 Return of unsold inventory or Sales Aid:** If a Direct Seller has purchased some product as part of his reasonable inventory or sales aid kit and he chooses to cancel his/her contract with E Biotorium, he/she will be entitled to return any such unsold Inventory or Sales aid kit purchased by him/her within 30 days prior to the date of cancellation, provided the same are in marketable condition. Company shall deduct a sum up to 10% of the original invoiced price of such returned products as handling charges.
- 14.4 Procedure to seek Refund:** Any Direct Seller or Preferred

Customer or Customer may seek refund by submitting to company's office the Product purchased by him, which are in marketable condition, along with purchase invoice, within Seven (7) days from the date of such purchase.

14.4.1 Such a person may also courier the Product to the Company office. E Biotorium Network Private Ltd.

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.

The product should be duly packed and be received by the company in undamaged and marketable condition.

14.4.2 The Company shall process the refund within 10 business days.

14.4.3 Any commission paid on such returned product will be reversed and be charged back from the recipients of such commission.

14.5 Reversal of Sales Margin Benefit and Recovery:

The Company is entitled to reverse any sales benefit, sales margin or any other entitlement or benefit paid or payable or accrued on Products which has been returned for any reason. Any benefit or margin already paid shall be recovered by adjusting the same from any payment that is due or may become payable by E Biotorium to such recipient. In the event no Direct Seller margin is available for adjustment, the E Biotorium Direct Seller, who has received the margin shall repay the same for such "reversed sale" within 7 days of the Company providing him/ her notice to repay.

14.6 Warranty:

14.6.1 E Biotorium warrants to the original purchaser that the product (the "product"), will be free from defective workmanship and materials, and agrees that it will, at its option, either repair or replace the defective product or part thereof with a new or remanufactured equivalent at no charge to the purchaser within Seven days of the purchase of the product.

14.6.2 To the maximum extent permitted by law, this warranty does not apply to any optional item(s) set forth below nor to any product which is unpacked and used for some time or

the exterior of which has been damaged or defaced or which has been altered or modified in design or construction.

14.6.3 In order to enforce the rights under this limited warranty, the purchaser should provide proof of purchase to E Biotorium.

14.6.4 To the maximum extent permitted by law, all implied warranties including the warranties of merchantability are limited for the period of seven days from the date of purchase. Neither the sales personnel of the seller nor any other person is authorized to make any warranties or to extend the duration of any warranties beyond the time period described herein on behalf of E Biotorium. The warranties described herein shall be granted by E Biotorium and, to the maximum extent permitted by law, shall be the sole and exclusive remedy available to the purchaser.

To the maximum extent permitted by law, correction of defects, in the manner and for the period of time described herein, shall constitute full satisfaction of all claims, whether based on contract, negligence, strict liability or otherwise.

This limited warranty covers products purchased within India. Please note that all shipping charges must be paid for by the customer.

14.6.5 Certain legislation may imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. Notwithstanding any other provision of this warranty document, this warranty document must be read subject to those statutory provisions. If those statutory provisions apply, notwithstanding any other provision of this Agreement, to the extent to which E Biotorium is entitled to do so, E Biotorium limits its liability in respect of any claim to the replacement of the goods or the supply of equivalent goods; sold by E Biotorium Network Private Lt



Resignation & Termination Policy

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

Termination Policy

Company may terminate the agreement with the distributor on the 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 eg. 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 eg. 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.

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 up to 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 as 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.

Thanks for reading all legal terms and conditions, company policy, disclaimers as per Indian Direct Selling Laws & rules.



Distributor 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.**

The terms stipulated herein below shall be construed as a binding agreement between M/s. E-Biotorium Network Private Limited and you, and you hereby agree to act and perform the obligations mentioned below while dealing with the products of M/s. E-Biotorium Network Private Limited.

That you by clicking on the acceptance of the terms and conditions hereby accept the terms as mentioned below as a binding and legally enforceable agreement executed between you and M/s. E-Biotorium Network Private Limited.

That you have enquired about the business of the Company and is desirous of selling the products of the Company on the terms and conditions as mentioned herein below.

That you have represented to the Company that you are well and legally eligible for selling the products of the Company and has ensured the Company that you shall not indulge in any statutory and/or regulatory violation for the purposes of conducting business of the Company.

That it is on the representation made by you, the Company herein grants you the right to sell and/or market the products of the Company on a *non-exclusive basis* and on terms and conditions as mentioned herein below.

Hereinafter, "The Company" and the "Collaborative Entity" shall be individually referred to as "PARTY" and collectively be referred to as "PARTIES"

1. INTERPRETATION

- 1.1. The recitals contained herein shall be deemed to be an integral part of this Agreement;
- 1.2. Words and phrases used but not expressly defined herein bear the meaning commonly ascribed to them at Indian law or in India as the case may be.
- 1.3. "Company" shall mean M/s. E-Biotorium Network Private Limited.
- 1.4. "Collaborative Entity", "You", "He/She", "I" shall mean the person accepting the present terms and conditions and the one who registers himself with the company to work with the company for selling its products.

- 1.5. Unless otherwise indicated, the terms 'hereof', 'herein', 'hereby', 'hereto' and derivative or similar words refer to this entire Agreement;
- 1.6. Unless otherwise indicated, references to Clauses, sub-clauses or Annexures are to a Clause, sub-clause, or Annexure as mentioned herein;
- 1.7. Headings and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- 1.8. Words importing the singular include the plural;
- 1.9. Words importing any gender include every gender;
- 1.10. The words 'including' and 'among others' and words and phrases of a like nature used in this Agreement are deemed to be followed by the words 'without limitation' or 'but not limited to' or words or phrases of a like nature whether or not such latter words or phrases are expressly set out;
- 1.11. Unless expressly stated otherwise, any reference to the 'consent' of a Person means such consent issued at the sole and absolute discretion of that Person;

2. DEFINITIONS

- 2.1. "Agreement" shall mean the terms, conditions and obligations as stipulated herein and any other written addendum to this Agreement, if entered between the parties.
- 2.2. "Intellectual Property" includes existing, proposed and future Intellectual Property in the nature of unregistered or registered rights to any and all patents, copyrights, trademarks, trade-secrets, trade-specifications, trade-knowledge, technical or industrial know-how and other confidential and/or proprietary information and inclusive of all intellectual property that is the subject of ownership by the Company and/or its subsidiaries, venture partners and predecessors in interest, business and/or title, and/or other business arrangements, inclusive of but not limited to any

oral arrangement which the Company may have entered into with the Party or other party.

- 2.3. Prospective Customers shall mean any persons (whether artificial or natural) which are the buyers of the products sold the Company either directly or by Collaborative Entity
- 2.4. Products shall mean items manufactured and/or marketed and/or advertised by the Company for the purpose of sale and/or commercial exploitation and shall include all future items as may be manufactured and/or marketed and/or advertised by the Company for purposes of sale and/or commercial exploitation.

3. APPOINTMENT

- 3.1. Subject to the terms and conditions of this Agreement, the Company hereby grants the Collaborative Entity the right to sell the products of the Company on terms and conditions as mentioned herein below. The Collaborative Entity hereby binds himself to the rules and regulations of the Company as made from time to time for the conduct of its business without any requests from modifications thereto. At all times, Collaborative Entity must strictly adhere to this Agreement which shall be signed and/or accepted between the Company and the Collaborative Entity. Company may from time to time amend the this Agreement with retrospective effect without prior knowledge or consent of the Collaborative Entity

4. OBLIGATIONS OF THE COLLABORATIVE ENTITY.

- 4.1. For the purposes of the business of the Company, the Collaborative Entity shall clearly while dealing with prospective costumers clearly identify himself & disclose the identity of the Company including address of the place of business of the Company, nature of products manufactured and/or sold by the Company, and also clearly communicate and/ or disclose to the prospective customers its associated risksand benefits of the products of the Company.
- 4.2. The Collaborative Entity shall provide accurate and complete information with respect to demonstration of the product of the Company, its prices, terms of payment, return, exchange, refund policy to the prospective customers & shall not in any way hide any material information about the products of the Company.
- 4.3. The Collaborative Entity shall provide his identity card issued by the Company to the prospective customer prior to carrying out any sale for and on behalf of the Company and shall also show/display "Brochure" of the Company which would containbrief description of the Company & description of the products of the Company as and when demanded by the prospective customer.
- 4.4. The Collaborative Entity shall prior to the conclusion of sale with the prospective customer disclose the total consideration amount which would be paid to the company, in case, the prospective customers agrees to buy the products of the Company. The Collaborative Entity shall also disclose country of origin of the products of the Company & shall provide right to inspection, if the prospective customer so desires, of the products of the company at a mutually agreeable place and timeas may be decided between the prospective customer and the Collaborative Entity.
- 4.5. The Collaborative Entity shall have a limited right to persuade the prospective customers to buy the products of the Company and shall in no means whatsoever use any coercive and/or unfair trade practices which would directly and/or indirectly affect the business of the company while dealing with the prospective customers. Any contravention

of this clause shall be the sole responsibility of the Collaborative Entity and the Company shall not be in any way responsible for the same.

4.6. It shall be the duty of the Collaborative Entity to protect all personal sensitive information provided by the prospective customer and shall take reasonable care and precaution that the information as provided shall not be disclosed to any third party excluding the Company which may be adversarial to the interests of the prospective customers. Any contravention of the Collaborative in respect of the present clause shall be the sole responsibility of the Collaborative Entity and the Company shall not be in any way responsible for the same.

4.7. The Collaborative Entity shall not-

- a. Visit the prospective customers premises without the identity card and brochure as provided by the Company and also shall not visit the premises of the prospective customers without prior appointment convenient to the prospective customers.
- b. Shall not provide any prospect/brochure and/or any fake description of the products which are not been approved by the Company.
- c. In pursuance of a sale, make any claims that are not consistent with the statements/product information of the products authorized by the company.
- d. In pursuance of a sale, shall not mislead the prospective customers in purchasing the products of the company by providing any information which are inconsistent to the claims of utility of the products manufactured by the company.
- e. 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 Collaborative Entity to provide the bank details of the Company for the transfer of sale consideration of the products of the Company.

- f. Shall not demand any token money/earnest money from the prospective customers for the products ordered.
 - g. Shall not sell the product above the Maximum Retail Price (MRP) and/or below the selling price as specified by the company in respect of products of the company from time to time.
 - h. Shall not in any way put to sale the products of the Company through any E-commerce medium and/or platform.
 - i. Shall not disparage and/or defame the Company in any manner in front of the prospective customers.
- 4.8. It has been communicated to the Collaborative Entity that 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, the Collaborative Entity shall 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. Any adversarial claims made by the Collaborative Entity while dealing with prospective customers with respect to the above referred policies shall be the sole responsibility of the Collaborative Entity and the Company shall not in any way be held responsible for the same and/or be required to fulfill the same.
- 4.9. It shall be necessarily communicated to the prospective customers that the Company does not provide any insurance, installment or credit payment scheme for the products sold by the Company. Any such representation made by the Collaborative Entity shall be void and the Company shall not be in any way liable to be obliged by the same.
- 4.10. It shall be necessarily communicated 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 Collaborative Entity if the goods were not defective during the inspection of the Collaborative Entity during pick up from authorized centers of the Company.

- 4.11. It shall be necessarily communicated to the prospective customers that though 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 customer shall not in any way 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. Any deviations from the responsibility as specified in this clause shall be the sole responsibility of the Collaborative Entity and the Company shall not in any way be responsible for the same.
- 4.12. It shall be communicated to the prospective customers by the Collaborative Entity that any claims made with respect to delivery of the goods shall always be subjected to availability of stock of the products ordered by the prospective customers with the Company.
- 4.13. The Collaborative entity shall after the confirmation of order by the prospective customers shall be required to do the following-
 - a. 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.
 - b. In case of availability, procure the product from the pickup centers authorized by the Company. During such procurement from authorized pick-up centers, the Collaborative Entity 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 Collaborative Entity shall accept the delivery of product from authorized pick-up centers of the company.
 - c. After such procurement upon satisfaction by the

Collaborative Entity, he shall deliver the product to the prospective customers through any mode as may be desirable to the Collaborative Entity. 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 Collaborative Entity 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 Collaborative Entity.

- d. Upon delivery to the prospective customer, the Collaborative Entity 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 Collaborative Entity 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.
- e. Upon acceptance of product, the Collaborative Entity 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 Collaborative Entity. It shall be responsibility of the Collaborative Entity to ensure that the consideration of the products sold is received by the Company and only upon such receipt by the Company, the Collaborative Entity shall handover the possession and/or ownership of the products to the prospective customer.

5. OBLIGATIONS OF THE COMPANY.

5.1. The Company shall provide upon execution of this

Agreement an identity card to the Collaborative Entity which shall necessarily contain the name, address of the Collaborative Entity, 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 Collaborative Entity for the purposes of conducting business of the Company.

- 5.2. The Company shall provide 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 Collaborative Entity which can then be communicated to prospective customers
- 5.3. It shall be immediately upon execution of the Agreement communicated to the Collaborative Entity that 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 duty of the Collaborative Entity 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.
- 5.4. It shall be immediately upon execution of the Agreement communicated to the Collaborative Entity that the Company does not provide any insurance, installment or credit payment scheme for the products sold by the Company. It shall be necessarily instructed by the Company to the Collaborative Entity to not make any claims with reference to above.
- 5.5. It shall be immediately upon execution of the Agreement be the duty of the Company to guide and inform its Collaborative Entity that the products as offered by the Company helps for providing health benefits, which may not be tangible and/or apportioned and/or visibly seen. It shall also be communicated to the Collaborative Entity that the prospective customers shall not be in any way be instructed and/or advised by the Collaborative Entity 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.

- 5.6. It shall be communicated to the Collaborative Entity by the Company that any claims made with respect to delivery of the goods shall always be subjected to availability of stock of the products ordered by the prospective customers with the Company.

6. PAYMENT TO THE COLLABORATIVE ENTITY

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

7. INTELLECTUAL PROPERTY

- 7.1. The Company shall be the sole owner of all the Confidential Information & Intellectual Property and all patents, patent rights, copyrights, trade secret rights, trade mark rights and other rights anywhere in the world in this connection. The Collaborative Entity hereby agrees to hold in confidence and not to directly or indirectly use or disclose, either during or after termination this Agreement with the Company, any Confidential Information he/she obtains or creates during the period of collaboration, whether or not during working hours, except to the extent authorized by the Company or until such Confidential Information becomes generally known. The Collaborative Entity hereby agrees not to make copies of such Confidential Information except as authorized by the Company, and hereby assigns to the Company any and all rights, title and interest he/she may have or acquire in such Confidential Information. Upon termination of this Agreement or upon an earlier request of the Company, the Collaborative Entity will return or deliver to the Company all tangible forms of such Confidential Information in his/her possession or control, including but

not limited to drawings, specifications, documents, records, devices, models or any other material and copies or reproductions thereof.

8. OTHER CLAUSES

- 8.1. Collaborative Entity is not an employee of the Company and shall not be entitled to any employee's benefits. Collaborative Entity shall be responsible for paying all taxes whether direct or indirect including but not limited to Income Tax, GST and other taxes chargeable to Collaborative Entity on amounts earned hereunder. All Legal, Statutory, financial and other obligations associated with Collaborative Entity's business / income shall be the sole responsibility of the Collaborative Entity.
- 8.2. It is made and understood in very clear terms that a Collaborative Entity is not an Agent, Employee nor an authorized representative of the Company or its service providers. He is not authorized to receive/accept any amount/payment for and behalf of the Company and any payment received by him/her from any party shall not be deemed to be received by the Company.
- 8.3. The Company reserves its right to withheld / block/ suspend the rights and privileges of the Collaborative Entity if he / she fails to provide any details as desired by the Company from time to time.
- 8.4. Collaborative Entity is prohibited from listing, marketing, advertising, promoting, discussing, or selling products / services, or the business opportunity on any website / online portal / mobile application / online forum or any other online medium.
- 8.5. Collaborative Entity shall not repackage, or otherwise change or alter any of the packaging labels of Company's Products.
- 8.6. Collaborative Entity shall not by any means disparage/defame the products of the Company as well as the Company and/or its directors, Managers, Key Managerial Personnel either during the continuance of this Agreement and after the termination of this Agreement for any reasons whatsoever. Any such action by the Collaborative Entity shall be liable to prosecution by the Company under civil and/or criminal laws prevailing within India.
- 8.7. Collaborative Entity is an independent contractor, and

nothing contained in this agreement shall be construed to the following :

- a. Give any party the power to direct and control the day-to-day activities the other party.
- b. Constitute the parties as anything else but only independent entities including but not limited to partners, agencies, joint ventures, co-owners.
- c. Allow Collaborative Entity to create or assume any obligation on behalf of Company for any purpose whatsoever.

9. MODIFICATION OF THIS AGREEMENT

9.1. Notwithstanding anything stated or provided herein, Company reserves the complete rights and discretion to modify, amend, alter, or vary the terms and conditions, products, services, marketing plan, compensation plan/method, incentive plan/method and any other policies at any time without any prior notice. Modification shall be published through the official website of the Company or any other mode as company may deem fit and proper and such modification/amendment shall be applicable and binding upon the Collaborative Entity from the date of such modification/notification. If the Collaborative Entity does not agree to such amendment, he/she may terminate his/her rights, benefits and privileges as a Collaborative Entity within 7 days of publication of such modification/notification by giving a written notice to the Company to such effect. Without any objection to such modifications/alterations it shall be deemed that he/she has accepted all modifications and amendments in the terms & conditions of this agreement.

10. INDEMNIFICATION

10.1. The Collaborative Entity shall hereby indemnify the company, its employees, directors, agents, and each of their Affiliates (the "Indemnified Parties") against, and agree to hold them harmless from, any and all damages including any claim, charge, action, depletion or diminution in value of the assets of the Company, loss, liability and expense (including but not limited to reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, lawsuit or proceeding) (hereinafter referred to as "Loss") incurred or suffered by the Indemnified Parties and arising out of or relating to any misrepresentation, negligence, malfeasant acts or breach of warranty / trust to be performed by the Collaborative Entity pursuant to this agreement.

11. TERMINATION

11.1. The company is free to review the performance of any Collaborative Entity at timely intervals. Any Collaborative Entity not performing to the full satisfaction of the company in terms of securing new orders, in compliance of company's policies and terms and conditions of this agreement is liable to be terminated. The Company shall issue a notice to the Collaborative Entity who is found liable for termination, after 30(15) days of the issuance of such notice this agreement shall be terminated.

11.2. The Company shall be at complete liberty to terminate this agreement and devoid the Collaborative Entity of their benefits, rights and privileges in occurrence of any of the following event(s) :

- a. Where a Collaborative Entity is found to have made no purchases by himself/herself of products and services for a period of 3 months since the date of joining the Company as a Collaborative Entity or where there is no purchases by himself/herself of products or services for a continuous period of 3 months since the date of the last purchases made.
- b. Where a Collaborative Entity failed to comply with any terms and conditions of this agreement.
- c. Where information given by Collaborative Entity found

wrong/false/misleading intentionally or otherwise.

- d. Where Collaborative Entity is no longer the citizen of The Republic of India.
- e. Where Collaborative Entity is convicted of an offence punishable imprisonment of whatever term.
- f. Where Collaborative Entity resigns voluntarily.
- g. Where Collaborative Entity provides the same bank details with fake name and fake KYC details.
- h. Where a Collaborative Entity being associated with its up line member joins another up line member without the process of resignation.
- i. Where a Collaborative Entity after providing resignation to its up line member joins another up line member before the cooling period of 90 Days.
- j. Where a Collaborative Entity fails to provide its KYC details and cancelled cheque

12. NOTICES

- 12.1. Any notice and other communications provided for in this Agreement shall be in writing and shall be sent prepaid registered post with acknowledgement due or speed post, in the manner as elected by the Party giving such notice at the address details stated below.
- 12.2. The relevant address of each Party for the purposes of receipt of notices and communications under this Agreement shall be the addresses as set out in the respective parties' title clauses to this Agreement.
- 12.3. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other not less than 30 (Thirty) days prior written notice thereof and till such written intimation, any notice/communication transmitted at the last known address shall be valid and good service.

13. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by, interpreted and construed in accordance with the laws of India, as applicable to the State of Maharashtra and shall be subject to the exclusive jurisdiction of competent courts of Thane

City.

14. DECLARATION BY THE COLLABORATIVE ENTITY

By registering yourself with the company you hereby declare that; 14.1.You are of or above 18 years of age, you are an Indian Citizen and that you have provided the required information accurately. You have documents to support this declaration and information that you have provided.

- 14.2. You have read and understood the terms and conditions for appointment as a Collaborative Entity of the Company under this Agreement and understands that by submitting this declaration you will be entering into a non-transferable binding agreement as per the Indian Contract Act 1872 and you shall be terminated if you do not adhere to these terms
- 14.3. You declare that you have not been given any assurance or promise or inducement by the Company or its Directors or the Collaborative Entity who is introducing you in regard to any fixed income incentive, prize or benefit on account of any purchase and you have applied to appoint yourself as a Collaborative Entity on your own volition.
- 14.4. You shall not publish any information or claim which is not in accordance with the company and you shall not sell / list / publish any product / service or packages on any digital / online platform.
- 14.5. You have clearly understood that eligibility of income exclusively depends on your performance in business volume as per the marketing method / plan, compensation method / plan.
- 14.6. You further agree that the company reserves the right to change the marketing method / plan, compensation method / plan at any point of time without any prior notice.
- 14.7. You have been informed and explained clearly about the Company's various offerings, its policies and activities along with Return Policy, Exchange Policy, Refund Policy, Privacy Policy by the company and you have understood them and agree to these terms stated in the above mentioned agreement & shall not dispute the same.

15. MISCELLANEOUS PROVISIONS

- 15.1. Non-Waiver: No delay, forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement by the other Party shall in any way affect, diminish or prejudice the right of such formerly mentioned Party to require performance of that provision by the latter. Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.
- 15.2. Cumulative Rights: All remedies of either Party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently. These rights of the Company herein provided, shall be without prejudice to the right and remedies available to the Company under the Applicable Law and in equity.
- 15.3. Entirety: This Agreement constitutes the entire agreement between the Company and the Collaborative Entity with respect to the subject matter hereof to the exclusion of and shall supersede all other prior documents including term sheet/s, letter/s of intent, agreement/s, arrangement/s, understanding/s and assurance/s, either written or oral or vide exchange of emails (including exchange of drafts vide email), existing or proposed, between the Company and the Collaborative Entity or their representatives, relating to the subject matter hereof. The Company and the Collaborative Entity hereby expressly waive any and all the surviving terms contained in any and all of the abovementioned agreements, arrangements, understanding and assurances, either written or oral or existing or proposed.
- 15.4. Partial Invalidity: If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any Applicable Law or regulation or government policy, then and in such an event, the remainder of this Agreement; and the application of such provision to

Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the Applicable Law. Any invalid or unenforceable provision of this Agreement shall be replaced by the Parties in good faith with a provision, which is valid and enforceable and which most nearly reflects the original intent of the unenforceable provision.

- 15.5. Act of God Event: The Company shall not be liable for any failure to perform its obligations where such failure has resulted due to Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, lockdowns, pandemics, terrorist activities, nationalization, acquisition of the company's asset by the government to any other government/semi government agency, civil/financial emergency by the government, any other government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, server failure, cyber-attack, Technology or allied constraints, Raw Material Supply Constraint, or any type of redirection by Government (Central and / or State), local Authority or any other government department.
- 15.6. Binding Nature: This agreement shall have the same effect as if this agreement has been executed between the parties physically and/or in person and shall be binding upon the parties and shall be legally enforceable in the court of law.
- 15.7. All the articles, Identity Card and Brochures provided by the company shall be chargeable as per its cost which shall be decided by the company and which may change from time to time as per company policies.

This Agreement shall be binding on the Parties hereto and all persons claiming through or under them. None of the parties shall have or claim any right (whether during the subsistence of this Agreement or thereafter) which is not covered in, or which is inconsistent with, this Agreement and none of the Parties shall make any representation to or contract with any person contrary to what is provided herein.



Shipping Policy

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

Shipping Policy

1. After receiving the order, the company shall dispatch your said ordered product through its shipping/courier partner and the receipt of the said courier shall be sent to you along with the tracking ID of the shipped product.
2. To ensure the safety speedy delivery of your product, we ship our products through reputed courier agencies.
3. For delivery of our product at multiple location/destination, one shall have to place multiple orders, each containing the desired shipping address for delivery at multiple locations.
4. After your order is accepted, the ordered product shall be dispatched from the company within 3-4 working days and we shall provide you with the Tracking Details of the courier agency and the receipt of the said courier shall be uploaded by us on the website in respect of your order ID.
5. Ordered product shall reach the destination or the shipping address as provided by you within 7-45 working days throughout India and 90-150 working days for international shipping addresses.
6. Shipping charges shall be borne by you along with the taxes as may be applicable.
7. We do not provide our products on the terms of "Cash on Delivery." Thus, no cash should be handed over to the courier partners. If you pay the same to any of the courier agents, we shall not be responsible for any sort of refund and that you shall communicate and co-ordinate with the courier agency for the refund of the amount, if any, paid by you.

Additional shipping charges shall be made applicable for providing incorrect shipping address by you for re-shipment of the same product. Additional shipping charges for re-shipment shall also be applicable if your door is closed and if there is no one available to accept the goods, at the shipping address provided by you.

8. In case the company unable to deliver any ordered product because of unavoidable circumstances, such as shortage of product or discontinuation of the same, E-Biotorium Network Pvt. Ltd. reserves the right to replace the ordered product of the same or higher value.
9. E-Biotorium Network Pvt. Ltd. shall not be responsible for the damages which may occur to the product during transit by courier agencies and shall not be answerable for the same, and it is hereby communicated to you that ordering our product directly from us shall be deemed that you have accepted the same in present condition.
10. In case of multiple orders placed by you for same or different products, it may or may not be delivered to you on the same day and each product might be delivered on different days.
11. In case of any Act of God (Force Majeure), which may delay the shipping dates against as promised by us, we shall not be held responsible for the same.
12. If you do not agree and/or accept the above shipping policy you may purchase our products from our authorized pick-up centers and in case if there is no authorized pick-up center near you, you may wait until a pick-up center authorized by the company is launched in your area.



Return, Refund and Cancellation policy

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.

CAREFULLY READ THIS POLICY BEFORE MAKING ANY PURCHASE

RETURN, REFUND, EXCHANGE AND CANCELLATION POLICY:

Reasons for no cancellation, no return, no refund, no exchange, nowarranty and no guarantee: -

1. We have a "No return and No exchange" policy for the reasons of return abuse as practiced by the customers.

Return/Exchange abuse means when customers take advantage of a business's returns policy for profit or material gain. Common types of returns abuse include:

- Using an item, then returning it for a refund
- Returning a different item than the one purchased
- Using free trial periods repeatedly without purchasing.

All the products that you purchase from E-Biotorium Network Pvt. Ltd. are hygienic as they are completely sanitized before packing and thus when a person opens and uses the product, these items are at more risk as the one using it may have rendered it unhygienic or left behind somekind of residue along with certain viruses, bacteria, germs, fungus or any other contagious diseases, making it unhygienic for resale.

2. We have no Refund Policy. You shall be responsible for the purchase youmake with us. All the products that you purchase from E-Biotorium Network Pvt. Ltd. are hygienic as they are completely sanitized before packing and thus when a person opens and use the products, these items are at more risk that the one using it may have rendered it unhygienic or left behind some kind of residue along with bacteria, germs, fungus or any other contagious diseases, making it unhygienic

for resale.

3. Once a product is ordered by you, you shall not be able to cancel the same as we practice a no cancellation policy. You may only be entitled for cancellation on a product in an event wherein we fail to deliver the product ordered within the estimated time of delivery as promised by us.
4. It is hereby communicated that you shall be solely responsible for the products bought **"only after inspection"** of the products of the Company. Notwithstanding, in case, the goods tend to be defective, you would always have the option to not accept the products in its defective condition.

You shall necessarily inspect the products while accepting the delivery from our distributors and/or from the authorized pick-up centers and only after thorough inspection you shall accept the product and thereafter make the payment to us with the bank details as provided by us.

5. Once you accept the delivery from our distributor and/or from our authorized pick-up centers after thorough inspection, it shall be deemed that you have inspected the product and that there is no defect in the product and that you have accepted the delivery after due satisfaction and after you transfer the consideration amount and/or the selling price to us you shall thereby waive your right to return the said product.

6. If you, after the inspection of the product delivered to you by our distributors and/or collaborative entity and/or from our authorized pick-up centers feel that the said product is defective, you shall always have the right, not to accept the same, and ask for another unit of the product.
7. However, the above clause shall not be applicable if you order our product directly through our website and that you shall waive your right of inspection while ordering our product directly from the website and that we will not be responsible for any damage and/or defect which occur during the transit and that you shall order the same at your solerisk and cost.
8. All the products of E-Biotorium Network Pvt. Ltd. are 100% natural, additional/alternative therapy products for external support and use only. Products as offered by the Company help to provide health benefits, which may not be tangible and/or apportioned and/or visibly seen.

We also do not instruct and/or advice to alter and/or modify and/or change any medicines / prescriptions / medical treatments as recommended to you by your concerned doctor. We do not claim any health benefits as the functioning of our products vary from person to person.



Privacy Policy

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.

E-Biotorium Network Pvt. Ltd. respects your personal details which maybe recorded by us throughout your use of the present website and protects the same from data theft.

We take extensive precaution and care of the personal details provided by you during your access to our website and we prevent the same from destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Company's businesses for which we have created a firewall to prevent any third party and/or any unauthorized individual to access our data base.

The present policy describes method of how we process the data submitted by you when you visit/access this website and protects and prevents your data from accessing the same through any third party except the authorized personnel of E-Biotorium Network Pvt. Ltd.

Please read this policy carefully as we shall/may make changes/ amendments/ alterations/ modification/ updates to the same from time to time as per company policies and also as per the Government Norms as amended from time to time, if you do not agree to such policy you shall with immediate effect restrain yourself from using this website, your continuous use of the present website shall be deemed that you have accepted our policy.

1. We collect your information while you register yourself with us through this website and/or when you respond to our surveys which may flash and/or is shown on any third party website and/or mobile applications and the same is collected and processed by us for effectively communicating and responding your request, if any, any information collected by us through any third party website and/or mobile application are subject to the terms of use and privacy policy of that particular website and/or mobile application.
2. We collect details such as name, email address, mobile numbers, gender, marital status, date of birth, Pan card details, Adhar Card details, residential address, shipping address, billing address, banking details, UPI details, Credit/Debit card information, KYC information, Cancelled Cheque (in case of Distributors and/or Collaborative Entities) .
3. Our authorized marketing team and sales person shall/may contact you on the basis of the information collected by us for various schemes and offers as may be provided by us. We are concerned for the personal details as provided by you and we do not trade and/or sell your data to any third person and/or any organization and/or to the websites who are involved in E-commerce sales and/or services except the persons and/or organizations/firm who are involved in developing our business and website.
4. We shall be bound to release and share your details to any such law enforcement and/or other competent authority and/or officer for any investigation to protect our and others rights, property and/or safety.
5. We, and third parties with whom we partner, may use cookies, pixel tags, web beacons, mobile device IDs, "flash cookies" and similar files or technologies to collect and store information in respect to your use of the site and track your visits to third party websites.
6. We also use cookies to recognize your browser software and to provide features such as recommendations and personalization for better user experience. *For the purpose for this clause "Cookies" shall mean "a small piece of information that a website sends to your hard drive while you are visiting the website. Cookie file can contain information such as user ID that the website uses to track the pages you have visited."*

7. Cookies store the amount of information which is provided by you while accessing the website and no additional data is stored therein. Cookies are not linked to your personally identifiable information, you may block such cookies using tools provided in the web browser.
8. Cookies enable us to provide you with similar pages and/or products to enhance your user experience on our website.
9. Once we have received your information we use appropriate security measures to protect your data against loss, theft and unauthorized use, access or modification; although we do our best to protect your personal information we cannot guarantee the security of your information transmitted through internet and/or email, any transmission is at your own risk.
10. We collect your Credit/Debit card information through encryption protocols for its transmission during the process of payment, and that we do not store such details with us for security reasons.
11. E-Biotorium Network Pvt. Ltd. reserves the right in our sole discretion, to make changes or modifications to these Privacy Policy at any time for security reasons.



POLICY GUIDELINES FOR SPEAKERS

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.

POLICY GUIDELINES FOR SPEAKERS

Contents

1. E Biotorium Direct Seller Role.....	2
2. Correct Representation of E Biotorium Business.....	2
2.1 Use of Language is not allowed.....	3
3. Correct Income Representation	3
3.1 Not Permitted Content for Income Representations	3
4. Describing Product of Company/ Claims Made?.....	4
4.1 Not Permitted to Claim About Medical Treatment, Approval and Therapy 4	
5. E Biotorium Business Environment	5
5.1 Spiritual/Religious Communications.....	5
5.2 Moral/Social Communications	5
5.3 Political Communications	5
6. Confidential Information	6

1. E Biotorium Direct Seller Role:

- a) Every Direct Seller will follow the Policies and Procedure Handbook in respect of content of all meetings and events.
- b) No Direct Seller, as conditions to provided assistance to a prospective direct seller, in the development of their E Biotorium distributorship, ask the prospective direct seller to pay any joining fee or purchase any specified number of products.
- c) Every Direct Seller must speak about the efforts required to build an E Biotorium business, and that commissions are earned from the sale of products from within their team, and not suggest that earnings may come from just joining E Biotorium, or from recruiting others to join E Biotorium.
- d) Direct Seller 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.
- e) Every Direct Seller should pass correct and specific information which has been laid down in E Biotorium Compensation Plan and E Biotorium Policies & Procedures Handbook.
- f) Direct Seller must not promote the use of false, misleading, inaccurate, or deceptive statements with prospective direct sellers, preferred customers or other members of the organisation.
- g) When describing sponsoring, proper emphasis must be placed on the importance of a prior or existing personal contact.
- h) Every Direct Seller shall avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices or negative propaganda or adverse publicity.

2. Correct Representation of E Biotorium Business:

- a) E Biotorium business generates revenue depending on the effort put in by an individual. So, the E Biotorium business must be presented as an opportunity to gain income through the retailing of products and guiding and mentoring of others to do the same.
- b) Lifestyle representations may be used if they provide realistic, not

exaggerated, income potentials, contain the proper additional disclosures, and reflect the actual lifestyle of the E Biotorium direct seller having earned revenue of Rs. 50 lacs and above.

c) It should be highlighted to prospective direct sellers that there are no fees to be paid for joining this business.

d) Direct Sellers should never promote the E Biotorium business opportunity by demeaning any other opportunity existing in the market.

e) Disparaging statements regarding E Biotorium Network Private Limited, any of their affiliates, employees, or its Direct Sellers are not permitted.

f) Terms like "retirement", phrases like "never work again", "always on vacation", "always travelling," "freedom from work", "free" etc., may lead to misrepresentation of the E Biotorium Business or Compensation Plan.

2.1 Use of Language is not allowed which states or indicates that:

- Success or profit in E Biotorium Business is guaranteed or assured.
- Business income is guaranteed.
- Risk free Business/ Permanent income.
- It is a Savings plan.
- Language that states guarantee of success is not allowed.
- Financial or investment seminar.

3. Correct Income Representation:

a) All income representations must be limited to income from the E Biotorium business opportunity and provide realistic, not exaggerated, income potentials. Direct Sellers should provide truthful, clear and accurate pictures about the income that may be earned as described in E Biotorium Compensation Plan.

b) Any quoted income figures should only be those officially declared by E Biotorium.

c) All income representations must provide realistic, not exaggerated, income potentials and lifestyle expectations. It must be clear that what is being described is income generated from the E Biotorium

Compensation Plan.

3.1 Not Permitted Content for Income Representations:

- i. No representation that income is guaranteed or assured is allowed.
- ii. Stating that earn bonuses solely from the act of sponsoring others is not allowed.
- iii. Describing income as continuing without including continued effort and/or meeting qualifications should not be delivered as such.
- iv. The use of terms that should be avoided are: "residual income", "passive income", "royalty income" or "royalties" as these misrepresents E Biotorium Compensation Plan. Such terms may suggest that one can continue earning even without putting in effort, which is not correct.
- v. Stating or implying that the E Biotorium Compensation Plan and/or business is a method of tax reduction, tax relief, tax shelter, residual, passive, or recurring income is not allowed
- vi. Stating or implying income or earnings may be inheritable without stating the heirs must qualify and/or have continued effort in the business is not permitted.

4. Describing Product of Company/ Claims Made:

- a) No Direct Seller shall make any claim that the Company products are intended to diagnose, treat, cure or prevent any disease. Such statements can be perceived as medical claims and unsubstantiated claims such as these are strictly against general Company policies and shall also violate relevant laws of the country.
- b) Claims for E Biotorium products must use language specifically approved by E Biotorium and may not be altered.
- c) All claims being made with regards to the products should be as per the published E Biotorium Policies & Procedures and should be consistent with approved wording in approved E Biotorium literature only.
- d) Any claims, statements, statistics or any other information given by Direct Seller should be correct and substantiated.
- e) Graphs, visuals, quotes and references to statistical data must be substantiated with an information source and date.
- f) Any unsubstantiated or wrong claims made may lead to loss of

credibility and/or may lead to disciplinary action.

4.1 Not Permitted to Claim About Medical Treatment, Approval and Therapy:

i. Direct Seller are prohibited from using in any and all of their marketing materials and promotion any descriptions that are regarded as health or medical claims stating that; E Biotorium products may alleviate, cure, diagnose, prevent, relieve, or treat any medical condition, disease, ailment or malady.

Direct Seller must understand that E Biotorium products are not offered, intended or considered as medicinal treatments for any disorder or disease, either mental or physical.

E Biotorium Direct Seller may make no claims regarding company's products except those contained in official literature approved for that specific market, or as expressly authorised in writing by E Biotorium Network Pvt Ltd.

Claims that are therapeutic, prophylactic, or even health related, violate the policies of E Biotorium Network Pvt. Ltd and may also violate Indian Laws and Regulations.

5. E Biotorium Business Environment

a) Promoting religious doctrine, political causes, or other issues of a personal nature in the E Biotorium business environment is not permitted unless tied to building the business.

b) The E Biotorium business must be presented as an equal opportunity business.

Here are three areas that all direct sellers need to be aware of:

5.1 Spiritual/Religious Communications —

Spiritual references are not allowed as the main message or focus but can act as an element to support the main business message. As a presenter following things are not permitted to state:

- i. Demeaning or disparaging remarks about any religion or system of belief is not allowed.
- ii. Not use the stage as a platform to promote religious and/or personal social beliefs.

- iii. Not advocate that success is dependent on holding certain beliefs.

5.2 Moral/Social Communications -

- i. Positive statements related to values such as trustworthiness, honesty, integrity, responsibility, commitment, family, individual initiative, etc. are permitted.
- ii. Using the business platform to express personal beliefs that are derogatory (i.e. against education or traditional employment) is not allowed.
- iii. Encouraging an E Biotorium Direct Seller to limit contact or cut ties to Family and friends is not allowed.
- iv. Demeaning statements regarding personal lifestyle, ethnicity, or the roles of males and/or females are not permitted.
- v. Using the stage as a platform to promote personal social beliefs or social and cultural issues are not permitted.

5.3 Political Communications –

- i. Endorsement or denouncement of specific candidates, political parties, and/or issues, unless specifically related to the operation of independent E Biotorium business is not allowed.
- ii. Inflammatory labels or personal attacks on the character or integrity of government officials or candidates are not allowed.
- iii. Presenters may not use the stage as a platform to promote their political beliefs and affiliation.
- iv. Presenters may not make references to preferences regarding specific political views, parties, candidates or elected officials
- v. **Recommended content:** Equal opportunity business, a business opportunity for all, an inclusive business opportunity, respect for individuals, their individuality and their individual beliefs.

6. Confidential Information:

a) Direct Seller agrees that he/she will not disclose information shared by company or other direct sellers to any third party directly or indirectly, nor use the information to compete with the Company directly or indirectly during or after the term of the E Biotorium Direct Seller Agreement.

b) Direct Seller should never disclose confidential information, especially on social media or in presentations or personal conversations.

E Biotorium Network Pvt. Ltd reserves the right to change these terms and conditions at any time, and you agree to abide by the most recent version of this.

This document is also in accordance with Clause 1 of Direct Seller Agreement of E Biotorium Network Pvt. Ltd executed with the Direct Seller.

For any information/feedback please contact E Biotorium Customer Care