

DIRECT SELLER AGREEMENT FOR DIVINE MEDLIFE RETAILS (OPC) PVT. LTD.

This Agreement is entered into between Divine Medlife (OPC) Pvt. Ltd. a Company incorporated under the Companies Act, 2013 and having its office at Plot No. 97, 2nd Floor, Akya One, Sector-32, Gurugram, Haryana Pin Code-122002,.... hereinafter referred to as the "Company" on the one part and any User/Direct Seller who/which buys the Product and Services Package of the Company by accepting the Terms and Conditions, as specified herein below, and further resell it hereinafter referred to as the "Direct Seller" on the other part.

The Direct Seller represents and warrants that the marketing program and the compensation plan, its limitations and conditions have been understood clearly by him/her and, the Direct Seller is not relying upon any representation or promise that is not contained in this Agreement or other official Company material. Direct Seller shall be a person who submits a properly filled in online application on the requisite format as provided on Company website and such application is electronically submitted subject to Terms and Conditions and FAQ'S given on our website. In consideration of the same, physical products or services would be delivered as mentioned against each and every products/services.

Direct Seller for promotion of our Business shall act and be as an independent contractor and shall not have any authority to bind the Company for any obligations whatsoever. Direct Seller is not an Employee or any other Legal representative of the Company or its service provider. The relationship between the Company and Direct Seller is governed by the Terms and Conditions as laid down in this agreement and will come into being only when this Agreement is agreed and accepted online by any Direct Seller and this Agreement shall remain enforceable during its existence unless it is terminated due to non-fulfilment of its conditions. Direct Seller shall be presumed to have understood the Terms and Conditions of this Agreement which are detailed herein below.

1. Product:

The purchased Product would be delivered after the registration process is over and the purchase amount is paid by any legally viable means as provided by the Company.

1. Term.

The term of this Agreement is one year and shall commence from the day the application of the Direct Seller on the requisite format is received online by the Company, subject to the consideration received or to be received within the specified period. The term of the Agreement may be continued automatically by the Company for another same period

when Direct Seller fulfils the conditions of the Company. Please note failing to fulfil the conditions for two successive years would lead to termination of the contract.

2. Termination.

It is mutually agreed between the parties that:

- (a) The Direct Seller will not use the Product of the Company, which is against any law or public policy or contrary to any of the terms of this Agreement. The Company shall not be responsible for the acts of Direct Seller which are beyond the Terms and Conditions agreed between the Company and Direct Seller. Direct Seller working on false identity will also be liable to criminal prosecution.
- (b) Any copying or reproduction of the Product/Business Plan/any content of our website partly or fully of the Company shall be deemed as violation of this Agreement, and will attract its immediate termination from the business Programme of the Company. Such act of Direct Seller shall render him/her liable to be prosecuted under Civil/Criminal/Copyright/Trademark Law.
- (c) Any misrepresentation of the aims and objectives of the Company that may or may not be harmful to the interest of the Company, will invite immediate termination from the business Programme of the Company, and consequential suspension/cancellation of any rights and obligations that arise out of this Agreement.
- (d) In case Direct Seller is terminated from the business due to any reason the product will be given till the last purchased period before termination.
- (e) The Company reserves the right to terminate any Direct Seller from the business immediately without any written notice if any Direct Seller is found to indulge in antiCompany activities in any manner or found to disturb any Private or Public Business Meeting or Free Teaching Seminar organized by the Company.
- (f) The Company reserves the right to terminate any Direct Seller from the Business without assigning any reasons and with or without giving any written notice to Direct Seller, if Acts/Deeds of the Direct Seller are detrimental to the interest of the Company.
- (g) Any Direct Seller must take a written permission from the Company to produce/publish any promotional materials such as CDs, VCDs, Books, Audio cassettes etc. for distribution to other Direct Sellers. The developed promotional material such as CDs, VCDs, Books, Audio cassettes etc. by any Direct Seller is only for FREE distribution to other Direct Sellers and it cannot be sold at any price in any circumstances to other Direct Sellers/Guests. Violation of this will attract immediate termination from the business Programme of the Company, in addition there will be severe penalty and prosecution under the commercial Law if any violation of Copyright/Trademark patent/Designs Law is found.

3. Consideration.

Please note that the Company is charging only for its products (the cost is inclusive of all taxes) and paying the taxes as per the Govt. rules. In consideration of the prospective Direct Seller providing the information as asked for in clause 17 for registration for participating the Company's business program, the Company agrees to enter into this Contract. Direct Seller maybe entitled to a certain payment of as compensation in lieu of participating in the business of the Company. It is mutually agreed between the parties hereto, that the Company is at liberty to change/modify the quantum of compensation payable under this Agreement in future as may be determined solely by the Company

4. DECLARATION (for the purchase and sale of Product):

“Certified that I have completed 18 years of age or more. I am completely satisfied with Product. I have carefully read the Terms and Conditions and FAQs applicable to the Company as given on the Company website and agree/accept to those. I am signing this DECLARATION with complete understanding and with my FREE WILL, without any PRESSURE/UNDUE INFLUENCE and INDUCEMENT. I am aware that any dispute arising out of this purchase and further sales would first be solved as per Terms and Conditions of the Company, failing which could be addressed exclusively in Delhi jurisdiction only.”

5. Force Majeure.

It is expressly understood by both the parties here that any act of God or force majeure, that include, but is not limited to, natural disaster, war, technical failures and operation of Law/Government Policies that may prevent the due performance of any of the obligations under this Agreement, or under any Terms/Conditions/Subsidiary Agreement that may form an integral part of this Agreement, will not be construed as failure to perform the contract by either of the parties hereto. However, it is clarified that the party, so affected will take all possible steps towards normal performance of obligations under this Agreement, as soon as possible. No party will be responsible for any loss due to the other party, in these circumstances.

6. Security.

Direct Seller is required to keep Company's passwords and other secure access, information confidential and notify the Company promptly if the Direct Seller believes that the security of an account has been compromised. The Company has taken reasonable step to protect the security of online transactions. However, the Company does not warrant such security and will not be liable for any losses or damages resulting from any security breaches. The Direct Seller shall be liable for losses or damages resulting from the security breaches.

7. Privacy Statement.

(a) Direct Seller hereby agrees that the Company is entitled to ask for personal information, login Id and password etc. at any stage in the course of the use of Product and Services contemplated under this Agreement.

(b) Direct Seller understands that the Company and its chosen service partners may use login Id of the Direct Seller to operate or help to operate sites and services for the purposes of the user or Company, and to inform Direct Seller of any new Features/Services/Products from the Company or its affiliates, including products and services that may be related to the Product and Services contemplated under this Agreement, but are not necessary to its operation.

(c) The Company may disclose such Login Ids/Passwords or any other reference code/number referring to any user or any information provided by any user, if required to do so by any law enforcing authorities or by courts, or in public interest or in good faith when the Company believes that such action is necessary to conform to the requirement of law or to comply with the Legal process or in reply to any notice served upon the Company or to protect and defend any rights of the Company with respect to the Products/Services contemplated under this Agreement or to protect the safety of the users/the Company/the public in extraordinary circumstances.

8. Jurisdiction and Disputes Resolution Mechanism.

This Agreement shall be construed and enforced in accordance with the Laws of Union of India and shall be subject to Delhi Jurisdiction.

(a) All disputes between the Direct Seller/User and the Company arising out of or in relation to this Agreement directly or indirectly shall be first referred to the Grievance Redressal Team of the Company for amicable settlement through negotiation between the parties. In the event of the dispute not being settled amicably between the parties, the same shall be referred to the Sole Arbitrator appointed by the Company under the Provision of Arbitration & Conciliation Act, 1996 and the venue shall exclusively be Delhi only. The Managing Director of the Company shall be appointed as the Sole Arbitrator to adjudicate upon the disputes or the Managing Director may appoint someone else to adjudicate upon the disputes.

(b) All the Direct Sellers are governed by the rules and regulations of the Company. Any dispute between the Company and any Direct Seller outside India will be addressed to and settled by the Company in accordance with the Terms and Conditions laid down here in this Agreement. All the Direct Sellers are responsible for their own taxes and respective Provincial/State and Federal laws.

(c) In case of the multiple claims/disputes that may involve the Company and more than one user for the cause of action relating to all such parties, such parties hereby consent and submit to a single, consolidated arbitration proceeding. Any award made under such arbitration will be final and binding on both the parties hereto.

9. General.

Terms and Conditions applicable on the Parties

- (i) The Company reserves its right to change the Terms and Conditions of the Agreement under which the Product/Services and business opportunity of the Company are being offered.
- (ii) The Company reserves the right to deny, in its sole discretion, before/after termination of this Agreement, user access to web site, facilities, products or services, without any notice or reason.
- (iii) This Agreement constitutes the entire Agreement between the parties on the subject matter thereof, however, Direct Seller/User understands that any Commitment, Terms and Conditions, as displayed on the web site of the Company, will be treated as integral part of this Agreement, which would be binding on both parties. No additional promises, representation, guarantees or Agreements of any kind, shall have any validity concerning the subject matter of this Agreement, unless the same is in writing and is agreed upon and signed by an authorized Direct Seller of the Company in hard copy form.
- (iv) If Direct Seller refers/recommends the Products/Services of the Company to some other prospective user, and consequently decided to accept some incentives being offered by the Company, then the Direct Seller will be bound by this Agreement/Terms and Conditions on the subject contained elsewhere in the Company web-site, and the same Agreement/Terms/Conditions, will form a binding contract between the user and the Company, and will be enforceable in the same manner as this Agreement, being subject to the same restrictions on jurisdictional.
- (v) Direct Seller agrees that the latest version of this Agreement, available on the Company's web-site, without any modification whatsoever, will be the operative version of this Agreement which would be updated from time to time and any modification of this version of the Agreement by any User/Direct Seller with malafide intent will be liable to be prosecuted under the relevant provision of the law in force. The operative intent of this clause will extend to all terms, conditions and notices, which are ancillary/incidental to this Agreement, including any such Terms and Conditions which may be contained in the Company's web-site or in any other web-site/web page which is also operated by the Company or its affiliate, including any such sites or pages which can be accessed by links contained in the web-site of the Company.
- (vi) Headings to clauses in this Agreement are for the purposes of references only, and shall not be construed as indicative for the purpose of interpretation of any clause.
- (vii) If there is any conflict between the currently available user Agreement and other documents, the latest available user Agreement available on the Company's website shall govern, whether such other documents are being made/created prior to or subsequent to latest available user Agreement.
- (viii) The Company does not owe any responsibility whatsoever for any Loss, Damage or Distress to any person, whether or not a purchaser of our Products/Services on account of any action taken or not taken on the basis of our Product/Business.

(ix) Direct Seller interested to promote business must examine their Country/State/Province laws. Company will not be responsible in any ways if any Direct Seller is promoting the business without examining their Country/State/Province laws. However, our Products/Services could be purchased only for self-use from anywhere.

(x) In case of any dispute only latest information on our website will be used.

(xi) Any lawsuit or bad propaganda against the Company by any Direct Seller will immediately disallow all pending, forthcoming as well as ongoing incentives without any notice.

(xii) If we find any Direct Seller involved in misguiding/spreading misunderstanding to other Direct Sellers about the Company's rules/policies/activities/functioning directly or indirectly, would amount to immediate suspension of all pending, forthcoming as well as ongoing incentives without any prior notice.

(xiii) Company releases the earned incentives only to the Direct Sellers who are 18 years of age and their PAN is received by us. If you have not acquired the age of 18 or not have sent a photocopy of your PAN card, you are not entitled to receive any incentives.

(xiv) It is the duty of all the Direct Sellers to follow all the Terms and Conditions. We are a Indian Company set up for providing Product/Services. It is neither possible for us to have any control nor have any way to know for any violation done by any Direct Seller unless we receive any complaint. Any action for any violation as indicated on our website would be initiated only after receiving a genuine complaint where the matter seems to lie in our jurisdiction. However, all our Direct Sellers are independent so they are responsible for their own wrong doings in their respective jurisdiction/States/Provinces/Countries and the affected Direct Sellers/or deemed to be Direct Sellers can directly take legal action against these wrong Direct Sellers directly in their respective jurisdiction.

(xv) Only information available at our website related to Company should be given to other Direct Sellers/Guests for promotion of Business. Any Direct Seller violating this will not be allowed to promote our Business/ anymore and his/her all pending, forthcoming as well as ongoing incentives will immediately be stopped.

(xvi) The contract/agreement would automatically be renewed on the completion of the conditions as given on our website.

(xvii) Direct Sellers are strictly warned not to pay or accept, as the case may be, any cash payment to/from other Direct Sellers or Customers. Personal and Payment information must be verified by the Direct Seller before signing the DECLARATION on the Invoice Form. Direct Sellers must keep a photocopy of the Invoice Form. The original Invoice Form and cost of the Product or reference of payment made has to be sent to the Company. Company will not be responsible if any payment is made/accepted to/by any Direct Seller through any mode other than prescribed by the Company, and Company will not be responsible for any loss (if any). The Direct Seller himself/herself will be responsible for any such loss (if any).

(xviii) Direct Sellers residing outside India are not allowed to earn any incentives within India.

(xix) All senior Direct Sellers are expected to promote Business with full zeal and enthusiasm on regular basis and expected to periodically organize Product/business Plan meetings and business building seminars. Development Programme in a month should be conducted/organized to teach/train to their team about the existing Terms and Conditions/FAQs/Updates/Changes on our website and Development of various required skill for promotion of the Business.

(xx) It is the duty of the Direct Seller to provide correct information and follow all the rules of the Company. Also it is the duty of the Direct Seller to verify all the information given to him by visiting our Company website. Company will not be responsible for any wrong information given by Direct Seller which is accepted without verification. However, if a written complaint against the Direct Seller is send to us about promoting wrong information, this may amount to warning or termination from the Business of that Direct Seller without any compensation subject to verification of the complaint. Any loss occurred to anyone due to wrong information provided by the Direct Seller would be the responsibility of the Direct Sellers. Company will not be responsible if anybody has purchased our product by accepting wrong information, i.e without verification from Company website.

(xxi) Any sale done against the Terms and Conditions of the Company by way of misrepresentation or otherwise solely for the purpose of earning incentives is not allowed and any Legal problem or losses arises due to this will completely be the responsibility of the Direct Seller.

(xxii) Any "Direct Seller" cannot join/commence any other Business of similar nature directly or indirectly or through any other closely related family persons or any entity controlled by himself/herself during the subsistence of this contract or for a period of atleast three months after the expiry of his/her agreement with the Company. Even after expiry of three months such Direct Seller (if any) cannot work with the existing Direct Sellers of the Company for conducting/commencing the Business of similar nature. Violation of this will be viewed as a serious misconduct and will be subjected to severe legal action to be taken by the Company and directly by the affected Direct Sellers both under the Civil Law and Criminal Law.

(xxiii) No Direct Seller in any circumstances is allowed to use other Direct Sellers for conducting/commencing any Business of any nature during or after expiry of his contractual agreement with. Violation of this will be viewed as a serious misconduct and will be subjected to severe legal action to be taken by the Company under the Civil Law and Criminal Law.

(xxiv) If we receive any complaint from our Direct Seller that any one of our existing Direct Sellers is involved in misguiding/spreading misunderstanding about the Company's rules/policies/activities/functioning directly or indirectly or violating any rules and regulation of the Company, then Company reserves the right to suspend all pending, forthcoming as well as ongoing incentives with immediate effect without any notice and would be prosecuted under the Civil/Criminal Law along with severe penalties.

(xxv) Multiple business IDs created on the name of other family members solely for the purpose of generating more income would not be permitted. In case of any violation all pending, forthcoming as well as ongoing incentives on all the multiple created/family members' positions will be disallowed.

(xxvi) Any anti-social activity/manhandling to any Direct Seller by any other Direct Seller would automatically disqualify forever from all pending, forthcoming as well as ongoing incentives.

(xxvii) Direct Seller willing to participate in our Business Plan must understand that Selling/Learning to Sell is the most difficult task and Teaching/Training the Sale Force is even more difficult. Attending continuous Training Programmes organized by the Company for Learning/Developing various skills have proved very helpful for promotion of our Business. Compulsory meetings organized by the Company are mandatory and non-attendance to such meetings would attract immediate suspension/termination or penalty of any nature depending on the circumstances of the case. The decision of the Company in this regard would be final and at the sole discretion of the Company.

(xxviii) While working with the Company or even after the termination of agreement/contract as a Direct Seller, you still need to follow all the applicable conditions and you should not divulge the important and secret information pertaining to our Business to anybody either inside the Company or any outsider. In case the management found misconduct of divulging any information, technical knowhow and the secrets of our Business, you will be subjected to severe Legal course of action.

(xxix) Any Direct Seller is not permitted to discuss any other matter which is not related to services, while communicating (via any mode) with staff members/employees and is not allowed to take the personal phone numbers/email ids/addresses etc. of staff members/employees for any purposes and not allowed to meet privately with any staff members/employees, violation of this would amount to immediate termination from the Programme of the Company.

(xxx) We may add/delete any existing Products/Services at any time and may amend existing Terms and Conditions/Agreement at any time due to any reasons which are in the interest of Company's Business/ and the decision of the Company in this regards would be final. During the subsistence of the agreement or thereafter, if any amendment/amendments are made then the effect of such amendments will be retrospective.

(xxxi) It is mandatory for all the Direct Sellers to visit our website at least once in a week to see the recent Changes/Modifications/Updates and seek clarification (if needed).

(xxxii) Company reserves the right to change the Business Plan in case Govt. Policy/Law in force changes.

(xxxiii) Selling Direct Sellers are strictly warned not to accept/collect any cash payment from any other person on behalf of the Company. If any Direct Seller found indulged into this, then he/she would be terminated from his/her position and/or his/her other closely related family position or any entity controlled by himself/herself immediately and all the pending, forthcoming as well as ongoing incentives with respect to these positions will be stopped without any notice.

(xxxiv) Each and every Direct Seller who has generated incentives income must satisfy to the Company that he has actually rendered services for the incentives earned, failing which the incentives earned would be denied.

(xxxv) Even if the Direct Seller have quit the Company or have been terminated due to any reason, he/she would be liable for any Business developed/Sale made against the Company's policy or by way of any misrepresentation, cheating or fraud. Company will not be responsible for their acts.

10. Obligations of the Direct Seller.

Direct Seller is not authorized to make any other promise to prospective Direct Sellers other than those made by the Company on its website, under this Agreement and in other official Company material relating to this Agreement. The Company shall not be liable for any act of omission or incentives, misrepresentation, false commitment and promises made by any Direct Seller to the prospective Direct Seller/User while introducing the Product/Package/Services of the Company. At the time of Agreement, if any Direct Seller while trying to enter into Agreement with the prospective Direct Seller makes some false commitment, misrepresentation and promises such prospective Direct Seller can write a complaint against the Direct Seller to the Company. Company will take appropriate action against such Direct Seller but Company shall not be responsible and liable for such acts of Direct Seller. The specific legal obligations of the Direct Seller but not limited to the same as applicable under the law are listed as below:

- i. You are authorized to appoint further Direct Sellers as part of your team.
- ii. You are obligated to abide by the Remuneration plan as per plan on website and is subject to change without prior notice.
- iii. Do not prepare/distribute any literature/advertisement without Company's written permission. (newspaper/print/online/WhatsApp etc)
- iv. Before starting for sales, orientation program and training is mandatory.
- v. Do not provide wrong commitment or misleading factual representation to prospective client. Only inform the actual facts.
- vi. Ensure that the direct sellers in your team/group do not prepare/distribute any literature/advertisement without Company's written permission. (Newspaper/print/online/WhatsApp etc.)
- vii. Ensure that direct sellers in your team/group have before starting for sales, attended orientation program and training which is mandatory for all.
- viii. Actual information of customers in your team should be shared with Company. In no case any Direct Seller or his team member would provide wrong or incomplete information for any sales.

- ix. You are prohibited to induce or provide wrong commitment to existing direct sellers of your team or other team members.
- x. Ensure that no wrongdoing/breach of contract terms is done by any other direct seller in your presence/knowledge
- xi. If anyone induces you to work with him as direct seller, inform immediately to Company
- xii. Ensure that there is no cash mismanagement by you or your team members
- xiii. If any seniors/management people ask you to do any wrongful act, inform immediately to Company
- xiv. You have to submit filled purchase form, along with customer ID proof witnessed by you to Company. In case purchase form is missing, note all personal details on a paper and ask customer to write that he has understood the package completely and submit this copy.
- xv. Any wrongly filled Purchase form attracts and not limited to a minimum penalty of Rs. 1000.
- xvi. You have to submit your bank and PAN details before generation of any compensation.

11. Business.

Direct Seller will be entitled to participate in the Company's Business Product marketing program of the Company upon acceptance of an application by the Company. Direct Seller understands that to earn incentives in the program, Direct Seller is responsible for generating business with proper guidance and training of the Company and strictly as per the Terms and Conditions of the Company.

Direct Seller having applied to participate in the Company's web based business program ["Program"], understands that he/she/it will be bound by the Terms and Conditions/Contract hereof, once such application is submitted online and accepted by the Company.

Direct Seller is responsible for getting training by himself/herself from the Company and training those who are referred by participation in the program also facilitating them for attending Company's periodically organized Training Programme.

Direct Seller shall be solely responsible for payment of his/her taxes and other levies [central or state] in general course of his self-employment as independent Direct Seller or Company's web based program as per the laws and rules governing his/her Province/State/Country.

Direct Sellers agree that in India the revenue earned during the fiscal year will be liable to tax deduction at source at such rates as applicable in accordance with the Income Tax Act, 1961 or rules, amended from time to time.

Direct Seller at his/her/its own expense, will make, execute and file all such reports and obtain such licenses as are required by law or public authority with respect to this Agreement. The Company is not responsible for illegal submissions/representations made by any Direct Seller. Direct Seller shall be responsible to keep him/her aware of any change[s] modification[s] in the existing Agreement/Contract or change in the compensation plan, rates, prices and charges.

Direct Seller agrees that the Company may from time to time modify the existing Agreement or change in the compensation plan, marketing plan, rates, prices and charges in order to make it applicable to all Direct Sellers. Changes/Modifications shall be deemed to have been enforced by the Company once such changes are posted on the Company website. It is Direct Seller's responsibility to keep visiting Company's website (at least once a week) for recent developments. These changes/updates and new developments will be applicable to all the Direct Sellers.

2. Cross Sponsoring/Cross Recruiting.

Direct Seller understands that cross sponsoring, cross recruiting and cross line jumping are prohibited in the Company's Business Program. This may result in the imposition of penalty/suspension/cancellation/revocation of his/her Product/Services and as more fully set forth hereafter, but may include immediate termination from Business Programme without passing of any benefits or revenue/pay out payable to such Direct Seller/prospective applicant.

"Cross sponsoring" means soliciting Direct Seller or any closely related person or entity into an organization different from the existing organization for that Direct Seller, or a closely related person or entity. "Cross jumping" means an associated or any closely related person or entity voluntarily taking a business that is not in the same down line as the one in which the Direct Seller first was placed.

"Closely related person or entity" is any person in the household of the Direct Seller [e.g. Spouse, Son, Daughter, Parents] or any Legal entity which is controlled by the Direct Seller.

13. Income Representation.

Direct Seller/User is not entitled to any profit solely on the ground that he/she has introduced another person as Direct Seller to the program. There is no guarantee under this program that the Direct Seller will drive any specific income or profit. Any income that Direct Seller earns under this program is determined by Direct Seller's personal activity/efforts as an independent Direct Seller. The Direct Seller shall not make any income representations except those set forth herein or otherwise specifically set forth in official Company's material. Direct Seller understands that the revenue earned through the Company is not the only source of his/her income and any other income derived will be disclosed to the authority on his/her own account and the Company shall not be responsible for revenue earned by the Direct Seller other than what is earned from the Company.

14. Liability Disclaimer.

The Product may have inaccuracies or errors. The Company and/or its respective suppliers make no representations about the suitability, reliability, timeliness and accuracy of the Product. All such information, software, products, services any related graphics are provided "as is" without warranty of any kind. The Company and/or its respective suppliers hereby disclaim all warranties and conditions with regard to the Product including all implied warranties and conditions or merchantability, fitness for a particular purpose, title and non-infringement.. The Company and/or its suppliers shall not be liable in any event for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of the use or performance of the Product.

15. Association.

The Association of the Company and its Direct Sellers is on principle to principle basis. Direct Seller agrees that no joint venture, partnership, employment, or agency relationship exists between Direct Seller and the Company as a result of this Agreement or use of the Product.

16. Information about Direct Sellers.

For the purpose of registration before participating in the Company's business program, the Direct Seller is required to furnish the complete and accurate information in the prescribed format to the Company and also keep updated in case of any change.

17. Rejoining.

Direct Seller may voluntarily terminate his participation from Business Programme by giving one month written notice to the Company at any time for any reason. If the Direct Seller terminates his participation from Business Programme then such Direct Seller shall not be allowed to become Direct Seller again for a period of six month. If Direct Seller rejoins on line in violation of this policy then such Direct Seller shall be terminated from the new Business Programme and he/she shall not be allowed to earn any revenue/pay out from the new position and that Agreement/Contract shall be treated null and void ab-initio.

18. Indemnity.

Applicant/ Direct Seller hereby indemnify and to keep the Company fully and effectively indemnified against any action, liability, cost, claim, loss, damage, proceeding or expense [including Legal fees, costs and expenses on full indemnity basis] suffered or incurred arising out of or connected with the user's conduct, misuse of Cash Payment/Demand Draft/Credit Card/Debit Card or any act of Applicant/ Direct Seller whether directly or indirectly or against any violation of this Agreement.

19. Security/Confidentiality Agreement.

Each Direct Seller hereby, agrees to keep any Company passwords and other secure accesses information confidential and notify the Company promptly if the Direct Seller believes that the

security of an account has been compromised. The Company has taken reasonable steps to protect the security of online transactions. However, the Company cannot and does not warrant such security and will not be liable for any losses or damages resulting from any security breaches.

20. Participation and Disclaimer.

Important- Read Carefully: Be sure to carefully read and understand all of the rights and restrictions described in this Direct Seller Participation, Disclaimer, Terms & Conditions and FAQs (Frequently Asked Questions). Direct Seller will be asked to review and either accept or not accept the terms hereof.

- (a) Direct Seller/User checking the CHECK BOX and submitting it during the Registration process while purchasing the products/services online is a symbol of your signatures that you accept the terms of the Direct Seller Participation and Disclaimer. This Direct Seller Participation and Disclaimer is a binding Contract between you [either an individual, Company or a legal entity] and the Company and you are bound by the Terms and Conditions of this Agreement/Contract.
- (b) To become Direct Seller you must have completed at least 18 years of age.
- (c) For protection/safeguard of Company's Business/ and to deal Legally with anti-Company activities of the Direct Sellers the Company reserves the right to modify the Terms of Participation by the Direct Seller or prospective applicant for online Registration at any time and without prior notice to its Direct Sellers/Users/Prospective applicants. The effect of such modification will be retrospective. The services may be temporarily unavailable from time to time for maintenance or other reasons.
- (d) For the avoidance of any doubt, under any circumstances, the Company will not refund its Direct Sellers/Users/Prospective applicant any consideration paid by them towards any products or services of the Company.
- (e) Web Site Security Rules: Direct Sellers are prohibited from violating or attempting to violate the security of the Company and its site, including without limitation to:
 - i. Accessing data not intended for you or logging into a server or account which you are not authorized to access.
 - ii. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication, measures without proper authorization.
 - iii. Attempting to interfere with service to any Direct Seller/User, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing", or
- IV. Sending unsolicited information, including promotions and/or advertising of products or services.

(f) As a policy of General Rules, you will not use the Company website namely to transmit, distribute, store or destroy material in violation of any of the terms detailed herein this Agreement.

(g) The Company is not responsible for any misuse or information or material provided, However the Direct Seller/User is responsible for any inaccurate information published on the registration form or any other material supplied to the prospective applicants.

(h) If the Company believes in its sole discretion that any material information which may create liability for the Company, the Company may take any action that it deem prudent or necessary to minimize or eliminate its potential liability. The Company reserves the right to send you emails. The Company reserves the right to send the Direct Seller emails based on any information you have provided to us, or any information not related to the information you have provided to us. Any such email sent by the Company is not spamming, illegal or unsolicited.

(i) If Direct Seller/user chooses to delete his/her profile and/or terminate the Business relationship with the Company, his/her profile will not appear in any search results. However, the Company keeps the right to continue sending his/her emails in other fields, despite termination of Business relationship.

(j) Direct Seller further agree that the Company reserves the right to suspend the payment of or forfeit the pay out of such Applicant[s]/Direct Seller[s] whose association are liable to be terminating them from Business Programme for committing such actions which are declared to be prohibited under this program or for non-fulfillment of any other action or terms or conditions under this program.

(k) The Company at any point of time during the progressive running of the Web based business program by the Direct Seller or its prospective Direct Sellers reserve the right to terminate from Business Programme without any prior notice or assigning any reasons thereof to such Direct Sellers/Applicants who joined under this program and are found guilty or are directly or indirectly indulge in recruiting their immediate family member or close relatives under their program by way of cross sponsoring/cross line jumping as embodied in the User Agreement policy and further participating in the organization of their own immediate family members/close relatives contrary to the Company's web based business program.

(l) It is also agreed that the Company reserves the right to suspend the payment of or forfeit the pay out of such Applicant[s]/Direct Seller[s] whose Business association is liable to be terminated for committing such actions which are declared to be prohibited under this program or for non-fulfillment of any of the action or terms or conditions under this program.

(m) Exclusion of all damages to the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any consequential, incidental, direct, indirect, special, punitive or other damages whatsoever [including , without limitation, damages for any injury to person or property, damages for loss of profits, business interruption, loss of business information, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any pecuniary or other loss whatsoever arising out of or in any way related to the use of or inability to use the web site, whether based on contract, tort, negligence, strict liability or otherwise, even if the Company or any supplier has been advised of the possibility of such damages. This exclusion of damages shall be effective even if any remedy fails of its essential purpose. You will indemnify and hold harmless the Company, its Directors, Officers, Employees, Agents and third parties from and against any claims, liabilities, losses, costs, damages or expenses [including attorney's fees arising from misrepresentation on the part of Direct Seller.

AGREED AND ACCEPTED BY:

DIRECT SELLER