

## Terms & Condition:

This agreement is agreed and accepted electronically and online by and between the executing parties (hereinafter mentioned and referred to as direct seller and the direct seller entity which expressions shall mean and include their respective legal heirs, assigns, administrators and undertakers)

whereas the direct seller has voluntarily out of his/her own accord, sweet will and without any coercion whatsoever, mental or physical, offered to join the direct selling network business of the direct selling entity named ALPHAGILE3 ORGANIC PRIVATE LIMITED (registered under the companies act, 2013 having registration no. and registered office at ALPHAGILE3 ORGANIC PRIVATE LIMITED, LAD, GHUMA, KATRA, REWA MADHYA PRADESH) In and whereas the direct selling entity is engaged in “direct selling business” which means marketing, distribution and sales of goods or providing services through network of direct seller at multi-level as per its prescribed business/compensation plan (which may be read as part and parcel of this agreement as the same is not being reproduced here for the sake of brevity) not falling under the pyramid or money circulation scheme.

and whereas the direct seller, named below with his/her KYC particulars therein has, after being explained all the provisions of the said business/compensation plan, product details and the present e-contract agreement in the vernacular language known to him/her by Shri/Smt/Miss ....., ID no. ...., duly ascertained and satisfied by visiting the direct selling entity website [www.alphagile3.com](http://www.alphagile3.com) has voluntarily offered to join the business of the direct selling entity and resolved to enter the e-contract agreement, hence this deed.

NOW THEREFORE THIS DEED CONVENANTS AS UNDER :

1. The direct selling entity hereby declares that it is fully compliant to the consumer protection act, 2019, consumer protection (direct selling) rules, 2021, legal metrology act, 2009, e-commerce rule, 2009 and all other rules and laws applicable to an indian direct selling entity.
2. The selling entity assures and the direct sellers agree that this e-contract agreement has no provision that a direct seller will receive remuneration or incentive for the recruitment/enrollment only of new participants.
3. the direct selling entity also assures and the direct seller agrees that it does not require a participant to purchase goods and services for a amount that exceeds the amount for which such goods and services can be expected to be sold or resold to consumer.
4. The direct aselling entity also assures that the direct seller agree that it does not require a participant to pay any entry / registration fees, cost of sales demonstration equipment and materials or other fees relating to the participation in the direct selling entity's direct selling business.
5. That the direct seller herein assure that it has ascertained from the business / compensation plan provide by the deirect selling entity ( the same may be read as apart and parcel ot this e-contract agreement as the same is not being reproduced here for the sake of brevity), the stipulated amount of any or all types of incentives, rewards, etc. including financial and non-financial benefits payable to the direrct seller are calculated only and only on the basis of effective sales, marketing and distribution of product and in no wayon the basuof recruiting/sponsoring/introducing another direct seller.
6. cooling off policy: that the direct selling entity allows or provides to the direct seller herein a resonable cooling off period in accordance with clause 3 (b) of the rules, as per cooling off policy annexed here with which may be read as part and parcel of these covenants as the same is not being reproduced here for the sake of brevity.
7. Buyback policy: That the direct selling entity allowsor provides for a buyback or repurchase poliy for "currently marketable" product sold to the participants at the request of the participant, as per "buyback mechanism" annexed which may be read as part and parcel of these covenants as the same is not being reproduced here of the sake of brevity.

8. The the direct selling entity herein declares and the direct seller herein accept that the entity des not require, invite or solicit a prospect or would be direct seller to invest money in any form whatsoever tp participate in its business. The direct seller shall however be required to bear the cost of products purchased by him/her and does not include any provision that the direct seller hein will receive compensation for the recruitment of other participants to participate. That he/she will receive compensation derived only from the sale, marketing and distribution of products, in accordance with the business/compensation plan provided and prescribed by the direct selling entity to which the direct seller here by agree to hole of this covernant in letter and spirit.

9. That the direct selling entity will provide all support to the direct seller in delivery of the products through franchise/ pick-upcentres/available courier/transport or any other logistics service for maintaining effective support syste.

10. That by accepting the offer of the direct seller herein direct selling entity require him/her to do and complete the following steps. An individual/firm/entity eligible to enter into the contract as per the provisions of the Indian contact act, 1872 and wish to became a direct seller of the direct selling business of the entity herein, can apply to become a direct seller for marketing and selling of direct selling entity product on pan india basis, in prescribed form through online method.

a. Fill the application form online and upload self assested scanned KYC document.

b. Accept the term and condition of this e-contract agreement by clicking on "I AGREE AND ACCEPT" button below.

c. on the completion of above process, the direct seller take a printout of this agrewement.

d. Upon the execution of this agreement and after the verification of all the kyc documents uploded through the above process the applicant shall be accepted as a direct seller of the direct selling entity's business and a unique identification number and password shall be alloted to the applicant, to allow him/her to log on to acces his/her own personal account maintained by the company on its website.

e. That the direct seller shall submit the following self-assested document in hard copy to the direct selling entity within seven days from the date of execution of this agreement (including the acceptance of term of this agreement) already accepted and agreed upon by clicking on "AGREE AND ACCEPT" button at the bottom of this presents (agreement).

f. That the direct selling entity upon security and verification of application and kyc particulars may re consider its descision and reject application of direct seller herein, to which the direct seller here by agree. The direct selling entity shall have sole descretion and shall be at liberty to rejects his/her direct selling unique id number, if the kyc and other documents in hard copy are found unsatisfactory, modified, forged or not confirming to government guideline prescribed for this purpose.

g. That the kyc shall includes but not limited to verified proof of address, proof of identity, and pan as per the provision of income tax act, 1961, as follow, dully issued by the government of inda or a stategovernment.

1. AADHAAR CARD

2. VOTER ID CARD

3. PASSPORT

4. RATION CARD

5. Any other identity document issued by the state/ UT or centralgovernment which can be verified online.

6. Additional document require for the applicants i case of company and firm.

A. cin or registration certificates,partnership deed, as the case any br;

B. PAN, GSTIN, FSSAI (wherever applicable)

C. list of directors/partner of the applicant entty.

D. board resolution/authorization in favour of the director/partner signing and executing this E- contract agreement and application.

h. The direct seller herein declare that he/they has/have not been declared a bankrupt by a competent court of law as provided under clause (3) of section 79 of the insolvency and bankruptcy code, 2016 and that he/she is neither in

litigation nor convicted by any court of law in preceding 5 years of the date of joining the direct selling entity's business.

#### 11. Scope of work:

- a. That the direct seller market, distribute and sell the product of direct selling entity's using word of mouth publicity, display and demonstration of its product, distribution of pamphlets, and door to door selling to consumer and prospective direct seller.
- b. That the direct selling entity shall be exclusive owner of the name and logo of the direct selling entity. The direct seller shall not use the trademark, logo type and design anywhere without prior written permission from the direct selling entity. This permission if given, can be withdrawn at any time by the direct selling entity. Violation if any, shall be termed as violation of this agreement and may result in termination of this agreement and direct seller-ship of the direct seller, penal action under the prevailing IPR law and rules at the sole discretion of the entity herein to which the direct seller herein agrees.
- c. That the direct seller shall not manipulate, alter, amend, add or delete any provisions of the entity herein business plan, pricing of products, bv points etc, in any way whatsoever and shall not send, transmit, or otherwise communicate any messages to anybody on behalf of the direct selling entity, contrary to entity's policies, principal, instructions, and prescriptions without prior written authorization and permission for the same by the direct selling entity.
- d. That the direct seller will get specified percentages/points based incentives pertaining to the sales for selling the direct selling entity's products directly or indirectly under this e-contract agreement.
- e. That the direct selling entity hereby covenants that it shall provide to the direct seller with complete instructions books, catalogue, pamphlets for promoting sales, marketing and distribution and shall provide mandatory orientation training

f. That the direct selling entity shall issue photo identity card to the direct seller. This photo identity cards shall be returned by the direct seller to the direct selling entity at the expiry / termination / revocation of this agreement and or shall be destroyed but shall not be misused in any way or form whatsoever. The identity card shall contain the name and unique id number (fssai number, if applicable) of the direct seller.

g. That the direct selling entity may open following facilities for sale of its products.

A. online portal/ e-commerce

B. stores (retails outlets)

C. authorised sales point / pickup centre

h. That a direct seller is not authorised to sell any product of the direct selling entity herein on e-commerce platform / marketplace, without prior written consent, permission or authorization of the entity herein the direct seller is also prohibited from listing, marketing, advertising, promoting, discussing or selling any product or the business opportunity on any websites or online form that offers auction as a mode of selling.

12. That the direct selling entity shall provide accurate and complete information to prospective and existing direct seller concerning the reasonable amount of earning opportunity and related rights and obligations.

13. That the direct selling entity shall pay all the dues to the direct seller and make with holding, if any, in a commercially reasonable manner.

14. That the direct selling entity does not require a direct seller to maintain an office or establishment in furtherance of his/ her entrepreneurship and if a direct seller does so then he/she himself/herself will be responsible to bear such expenses

and the direct selling entity will in no way responsible to refund or reimburse the same.

15. That the direct seller covenants with the direct selling entity that it will exclusively engage in the sale of the direct selling entity's products and shall not indulge in the sale of similar / identical products of any other entity/brand whatsoever.

16. That unique identification number will have to be quoted by the direct seller in all his / her transactions and correspondence with the direct selling entity. The unique identification number once allotted cannot be altered at any point of time. That no communication will be entertained without unique identification number and password. Direct seller shall preserve the unique identification number and password properly as it is must for logging on to the website of the entity herein.

17. That the direct seller shall be faithful to the direct selling entity and shall uphold the integrity and decorum to the direct selling entity and shall maintain good relations with other direct seller and customers also.

18. That the direct seller shall abide with policies, procedure, rules, and regulations prescribed by the direct selling entity as well as all laws, rules regulations, direction, and guideline issued by government of India, a state government, a local body, a court of law and local administrations from time to time. A direct seller will also not indulge in any deceptive or unlawful trade practise such as mis-selling or unfair trade practises as mentioned in clause 3 as defined in the rules and clause 2(1), (18), (20) (41) to 4(43) and (47) of the consumer protection act, 2019 and if does so then he/she shall be only and solely responsible for the consequences and perils there of.

19. That the direct seller shall be liable to show the business plan to the prospects as has been received by him/her if the direct selling entity notices that the direct seller is working in a way not permitted, then the direct selling entity shall have exclusion power to terminate him/her from the direct selling entity direct selling business with or without giving a show cause notice.

20. That the direct seller cannot conduct or announces personal level business promotion activity by offering cash, rewards, trips, valuable etc.

21. That the direct seller is personally liable for delivery of goods to its customers. He is also liable to collect products from where it reaches last by the transport/courier.

22. That only one direct seller-ship code shall be issued on one PAN card.

23. That the direct seller here by undertake not to compel or induce misleads any person with any false statement / promise to purchase products from the direct selling entity or to become direct seller of the direct selling entity.

24. All statutory charges will be in force with immediate effect or as per the law prescribed.

25. ANY notice or correspondance/addressed and sent to the direct seller's registered address, e-mail id and mobile number mentioned in the application form for the registration as direct seller by registered post or a courier services or e-mail or whatsapp messages shall be constructed as legally delivered to the address,. However it is advisable that every direct seller shall immediately inform the direct selling entity about the change in his/her address, e-mail id and mobile number failing which the direct seller non-deliverance claim shall not be tenable at any cost whatsoever.

26. The term of this e-contract agreement is at well subject to earlier termination in accordance with this e-contract or in accordance with law. If this e-contract agreement is terminated for any reasons whatsoever the direct seller understands that his/her right to sell the products and receiving incentives with respect of his/her activities as a direct seller will cease immediately direct selling entity reserves the right to terminate this e-contract agreement if any conditions of this e-contract agreement are

violated by the direct seller.

27. Limitation of action: if a direct seller wishes to bring any grievance to the notice of the direct selling entity he can do so as per the “grievance redressal mechanism” annexed to this agreement may be read as part and parcel of this agreement as the same is not being reproduced here for the sake of brevity.

28. The direct seller herein declares that neither he has been convicted nor faced any litigation or has been declared bankrupt by a competent court of law during the five years preceding to entering into this contract agreement.

29. Relationship: That the direct seller understand that it is an independently owned business entity and this agreement does not make it, direct selling entity’s employee, associate or agent or legal representative for any purpose whatsoever. The direct seller does not possess any express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of direct selling entity or to bind the direct selling entity in any manner whatsoever . In case, a direct seller violates this provision in any manner whatsoever then he/she shall be responsible for all types of consequences be it financial, statutory, civil or criminal.

30. Suspension, revocation or termination of this e-contract agreement:

a. That the direct selling entity reserves the right to suspend the operation of this e-contract agreement, at any time , due to change in its own license condition or upon directions from the competent government authorities. In such situation, direct selling entity shall not be responsible for any damage or loss caused or arisen out of aforesaid action.

b. That the direct seller may terminate this agreement at any time by giving a written notice of fifteen day's to the direct selling entity at the registered office/head office address of the direct selling selling entity.

1. if the direct selling entity is found to be violating any clause of this contract agreement.
2. if the direct selling entity fails to pay the comission entitlements of a direct seller within prescribed time.
3. if the direct selling entity is found to be violating the taxation law or any other law, in force detrimental to the business of direct seller.

c. That in case of violation of any provision f this agreement stated herein before and agreed upon by the direct seller, the direct selling entity may, without prejudice to any other remedy available, issue a fifteen day's written notice and call upon the direct seller to explain his/her conduct in writimg failing which or if the explanation is found unsatisfactory and unacceptable in the ordinary course of business, suspend /block/terminate the direct seller from further conducting of business of the direct selling entity. The violations of this agreement and grounds of termination of the services of a direct seller, not limited to, shall be as under

1. if the direct seller is found to be spreading derogatory remarks, unfounded allegations, (orally or electronically or online) against the entity or its directions or the business plan prescribed by the entity or its products.
2. if the direct seller is found to be mis-selling.
3. if the direct seller is found to be indulging in unfair trade practise as provided under the consumer protection act,2019

4. if the direct seller is indulging in any action whatsoever which may harm the business of his/her fellow direct seller or the entity, as the case may be.

5. if the direct seller is found to be non-complying with the provision of e-commerce rules,2020

6. if the direct seller is found to be violating the taxation lawas or any other law, in force detrimental to the business interests of the direct selling entity.

31. Referred to a legal forum dealing with consumer disputes having jurisdiction in the district of Rewa MADHYA PRADESH.

32. The direct seller hereby covenants as under

a. that he /she has clearly understood the application form, business/compensation plan of the direct selling entity, its limitation and conditions and he/she is not relying upon any representation or promises that are not set out in this e-contract agreement.

b. That relation between the direct selling entity and the direct seller and all his/her activities he re under shall be governed in addition to this agreement by the rules / procedure contained in the business /compensation available on websites. The direct seller confirms that he/she has readout and or has been read out in the vernacular language known to him/her by the person named herein above, all the term and conditions there of and agress to be found by them.

c. That the direct seller here by declares that all the information furnished by him/her to the direct selling entity are true and correct. Direct selling entity shall be at sole discretion and liberty to take action against the direct seller in the event it is discovered that the direct seller furnished any wrong/false information to the direct selling entity.

d. The direct seller here in very well understand that violations pf this contract agreement in any way whatsoever may results in the termination of this agreement as per procedure laid down there in.

33. The direct seller cannot sell the product to any e-commerce platform and market place without given prior written notice to the direct selling entity/company , if they caught to sell the product in any platform the direct selling entity can take strict action on the direct seller.

34. The product given to the customer or direct seller is food supplement not a medicine. It is not for any medical purpose / disease teratment. If the customer faces any medical issues/ treatment they can take food supplement only by the adviced of their doctor. Direct selling entity / company is not responsible for this.

35. The direcr seller get comission only as per the direct selling entity/company business compensation plan.