

DIRECT SELLER(S) AGREEMENT

This Rich Vision India (RVI) Direct Seller(s) Agreement (*Agreement*) shall be deemed to be effective and valid the date of confirmation of a Person as an Direct Seller of **RICH VISION INDIA E-COMMERCE MULTISERVICES PRIVATE LIMITED (RVI)** Pursuant to execution of the Direct Seller Form, by RICH VISION INDIA, which shall be deemed be incorporated hereunder. By successfully executing the Form, You hereby agree to be bound by the terms and conditions of this Agreement and give Your irrevocable consent to the process of selling the products of RICH VISION INDIA(*Products*) in the manner stipulated herein, and any appropriate changes that may be made to the terms and conditions of this Agreement by RVI, including due to any legal or regulatory requirement, business exigencies, instructions from any judicial or a quasi-judicial body or due to any natural calamity beyond the reasonable control of RVI, its Affiliates and associates or for any other reason. For the purposes of this Agreement, the term “You” and wherever the context so requires “Your” shall mean any natural or legal person who is a Direct Seller, as defined in Section 1.1 and 3.7 of the “Policies and Procedures” document. The term Person included any resident individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, it is herein clarified that this Agreement shall stand automatically terminated in the event of termination of the Account (defended below) of such Direct Seller on the Website shall be automatically terminated, unless expressly permitted otherwise otherwise by RVI. You acknowledge that you have read, understood and agreed to be bound by this Agreement at all times. By executing the Form, You have also agreed and accepted to be bound by the terms and conditions incorporated in the “Policies and Procedures”, “RVI Marketing Guidelines” and “RVI Business Plan” (*Policies*), which has been accepted by you shall be deemed to be a part this Agreement, and in the event of any conflict between this Agreement and any aforesaid Policies, this Agreement shall prevail. If you do not wish to adhere to the terms and conditions herein or any of the terms of the Policies, please do not execute the Form or forthwith terminate this Agreement in accordance with Clause 11. It is clarified that the Direct Sellers shall exclusively market, sell and distribute only the Products of RVI, unless otherwise expressly agreed in writing by RVI.

1. Subject to this Agreement, RVI hereby appoints the Direct Seller and the Direct Seller hereby accepts its appointment on a principal-to-principal, non-exclusive basis to use promote and resell the Products in India.
2. Upon executing the Form, You agree to register on the RVI website, available at (www.richvisionindia.com) (*Website*) with a unique Direct Seller ID and password (*Account*). In the event of any discrepancy between the terms of this Agreement and the Website, the terms of this Agreement shall prevail. You agree that you shall not be entitled to register with more than one Account on the Website for any reason whatsoever. In the event RVI has reason to believe that You or any Person on behalf of You has activated more than one Account, this Agreement shall forthwith be deemed to be terminated. In the event this Agreement is terminated for any reason whatsoever, the Direct Seller shall not be eligible to apply for a position as an Direct Seller, for a period of 6 (Six) months from the date of termination or for such period as RVI may in its sole discretion decide.
3. Simultaneous to or within 15 (Fifteen) days from the date of execution of the Form, You agree to submit the physical copies of the following documents (*Registration Documents*) to RVI at its registered office located at (Mention Details) and the same shall be acknowledged by RVI

Direct in writing:

- a) Duly executed version of the form; b) Photograph;
 - c) A self-attested PAN copy;
 - d) A self-attested cancelled blank cheque, as of the date of execution of the form; and e) A self-attested copy of the address proof.
4. In the event RVI does not receive the Registration Documents within the afore-said 14 (Fourteen) days period, the Form shall be deemed to be terminated and Your Account shall automatically stand terminated, without any further liability on RVI. Further, RVI may reject the form, in whole or part any reason, at its discretion, including but not limited to the form containing incomplete, inaccurate, false or misleading information. Any alteration or modification of the Form will be subject to rejection. For the avoidance of doubt, this Agreement shall be effective and valid from the date of acceptance of the form by RVI.
 5. The Direct Seller(s) hereby confirms that he/she has entered into this Agreement as an independent contractor. Nothing in the Agreement shall establish an employment relationship, or any other labour relationship between the Direct Seller(s) and RVI. This is not an exclusive arrangement from RVI and RVI reserve the right to enter an arrangement similar to the arrangement contemplated under this Agreement with other Persons, at its discretion.
 6. Upon any modification and alteration of the agreement or the Form, the latest revised version of the agreement shall be effective and binding on the Direct Seller(s) on the earlier of
 - (a) It being reflected on the Website; or
 - (b) In any communication sent to the Direct Seller(s) by RVI. Continuation by the Direct Seller(s) to perform its/his/her obligations under this agreement or non-termination of the agreements in accordance with in accordance with the process detailed hereunder, shall be deemed acceptance to the modified or changed agreement or form
 7. Upon any modification or alteration of the Agreement or the form, the latest revised version of the Agreement shall be effective and vending on the Direct Seller(s) on the earlier of
 - (i) It being reflected on the Website or
 - (ii) In any communication sent to the Direct Seller(s) by Rich Vision India. Continuation by the Direct Seller to perform its/his/her obligations under this Agreement or non-termination of the Agreement in accordance with the process detailed hereunder shall be deemed acceptance to the modified or changed Agreement or form.
 8. Rich Vision India shall not be responsible for the conduct of the Direct Seller for any reason whatsoever. Additionally, Rich Vision India shall be solely responsible for any complaint, dispute, and claim regarding the Products sold by the Direct Seller.

9. REPRESENTATIONS AND WARRANTIES OF THE DIRECT DISTRIBUTOR The Direct Seller hereby represents and warrants that:
(i) He/She is authorised under applicable law to enter into and execute this Agreement; (ii) He/She is not an existing Direct Seller of Rich Vision India;

(iii) He/She has not entered into an agreement with other third party which conflicts with its obligations hereunder; (iv) He/She has taken and completed all statutory legal, regulatory, corporate and other approvals as may be required for the transactions contemplated under this Agreement ;
(v) The personal information submitted to Rich Vision India by the Direct Seller under the Form or the Account it true and accurate to the best knowledge of the Direct Seller;

(vi) He/She (or its directors, as maybe applicable) is not part any ending civil or criminal proceedings under any count of law; and (vii) He/she has not read, understood and agreed to be bound by the terms and agreed to be bound by the terms and conditions of the Policies, as applicable.

10. OBLIGATIONS

The Rich Vision India Direct Seller hereby undertakes and covenants that he/she shall: (i) Ensure that the Policies are adhered to at all time;

(ii) Ensure that the pricing of the Products are not above the maximum retail price of the relevant Product; (iii) Ensure that he/she does not represent the Product in any manner other than as provided in the respective Product brochure; (iv) Ensure that the he/she does not infringe the intellectual property rights of Rich Vision India (v) Ensure that the he/she does not misrepresent the benefits, side -effects, constituents or ingredient of the Products; (vi) Ensure that the he/she I in compliance with applicable law at all times;

- (vii) Ensure that the personal information provided to Rich Vision India during the validity of this Agreement and the Account is true and accurate to the best knowledge of the Direct Seller;
- (viii) Ensure that he/she conducts him/her in a workmanlike manner, without causing any harm to the reputation of Rich Vision India or its Products;
- (IX) Shall not enter into any arrangement similar to the arrangement contemplated under this Agreement with any other entity or Person during the term of this Agreement;
- (X) Shall provide a compliance certificate on a quarterly basis, as may be required by Rich Vision India; (Xi) Maintain the confidentiality of the information provided by Rich Vision India at all times;
- (Xii) Not use market or sell the Products in any manner which may
- (Xiii) Not modify, reverse engineer or alter the Products and the intellectual property rights of Rich Vision India in any manner whatsoever.

11. TERMINATION AND SET-OFF

- (I) Either of the parties to this Agreement may terminate the Form and this Agreement, without cause, by giving the other party a written notice.
- (ii) Upon termination of this Agreement, the Account of the Direct Seller shall be de-activated automatically and he/she/it shall return, within a period of 2 (Two) days from the date of termination, the marketing material, confidential information of Rich Vision India, including any copies thereof, and shall immediately stop using the trademark, trade names, service marks or logos of Rich Vision India for the promotion and sale of the Products.

12. PAYMENT

1. All payment as applicable must be made by demand draft in favour of M/s. RICH VISION INDIA E-COMMERCE MULTISERVICES PVT. LTD. payable at Talegaon Dabhade, Pune. Cash payments may only be accepted at the corporate office of Rich Vision India and other offices (Branches) designated time to time. Additionally, Payment will also be accepted through normal banking channels.

2. The pay-outs to the Direct Seller(s) shall be as per the "Rich Vision India". The co-applicant acknowledges and agrees that Rich Vision India Direct shall deal exclusively with the primary applicant in respect to all business matters and also pay the pay-outs and/or any other incentives to and in the name of the primary applicant. The Direct Seller(s) shall directly comply with the confidentiality obligations provided under the Policies and Procedures of Rich Vision India. Any incentives as payable/paid to the Direct Seller(s) by Rich Vision India under the Business Plan is inclusive of all service tax and other taxes/levies on the transaction. The Direct Seller(s) must make requisite arrangements to pay all applicable taxes. Rich Vision India shall be entitled to deduct tax deducted at source, at applicable rates from time to time.

13. PRICING AND AVAILABILITY

- 1. Rich Vision India has the right, at its discretion, to change the prices and availability of the Products without prior notice. The price of each Product represents the full retail price of the Product, reflected in Indian Rupees, as per standard industry practice and is inclusive of all applicable charges, cess, levies and taxes, unless specified otherwise.
- 2. Rich Vision India has taken due care to ensure accurate Product and pricing information. In the event there is any error in the pricing of the Product or typographical error on the availability and Product information, Rich Vision India shall have the right, at its discretion, to either contact You for instructions or cancel Your order and notify you of such cancellation.

14. MARKETING AND USE OF BRAND NAME

- 1. The Direct Seller(s) shall, at own cost expense, carry out marketing and promotional activities as may be required for the purpose of sale of the Products, subject to such Direct Seller(s) following the Rich Vision India Marketing's Guidelines. For the avoidance of doubt, it is clarified that no marketing material may be used or created by the Direct Seller(s) for marketing, displaying or selling the Product without the prior written approval of Rich Vision India.
- 2. Rich Vision India hereby grants the Direct Seller(s) a limited, royalty-free, non-exclusive, non-transferable, revocable right or license to use Rich Vision India trademarks, trade names, brand names, service marks or logos solely for the use of the same in marketing the Products, during the term of this Agreement.

5. INTELLECTUAL PROPERTY

- 1. The Direct Seller(s) acknowledges that the intellectual property rights with respect to the Products will remain the exclusive property of Rich Vision India. Neither the Direct Seller(s) nor any of its representatives or agents shall or copy the design of the Products, trademark, trade name or other proprietary notices, symbols, marks or labels appearing on the Products or otherwise infringe the intellectual property rights of Rich Vision India. This Agreement does not grant right of ownership in the Products to the Direct Seller(s). The Direct Seller(s) hereby acknowledges it will not remove any copyright or other proprietary rights notices contained in the Products or marketing material provided to it by Rich Vision India and shall not make application to any authorities for registration of any intellectual property rights for any work created using the logo of Rich Vision India or any other property belonging to Rich Vision India. No rights in the products are granted to the Direct Seller(s) except the limited license contained in this Agreement. Any right, title or interest arising in any compilation or derivative work created using the intellectual property rights of Rich Vision India shall not entitle the Direct Seller(s) to use such intellectual property rights, except as specifically permitted hereunder. All rights in Rich Vision India derivative or compilation work created by Direct Seller(s) using the intellectual property rights of Rich Vision India shall vest entirely with Rich Vision India.
- 2. The Direct Seller(s) agrees to promptly notify Rich Vision India in writing upon its discovery of any unauthorized use or infringement or potential infringement of the intellectual property rights in the Products by third Party.

16. INDEMNITY

The Direct Seller(s) hereby indemnifies and agrees to keep Indemnified and harmless Rich Vision India, its officers, employees, directors, shareholders, customers and agents from and against any and all claims, damages, costs, expenses, including attorney's fees, arising out of or in connection with

- (i) Branch of representation warranties and covenants under this Agreement; (ii) Branch of applicable law;
- (iii) Use/misuse/infringement of the intellectual property rights of Rich Vision India; and
- (iv) Non-compliance with the Rich Vision India Marketing Guidelines, Policies and Procedures and the Rich Vision India Business Plan. The Direct Seller(s) shall pay the indemnity amount to Rich Vision India within 14 days from the date of request.

17. LIMITATION OF LIABILITY

Rich Vision India does not provide a warranty, implies or otherwise, on the Products to be purchased by the Direct Seller(s) and shall not be liable for the Products in any manner whatsoever. Notwithstanding anything to the contrary contained in this Agreement or the Form, in no event shall Rich Vision India be liable to you or any other party seeking damages under this Agreement or the Form, whether in contract, tort (including negligence) or otherwise, for any special, indirect, incidental, punitive or consequential losses, damages costs or expenses whatsoever, including without limitation damages related to loss of profits or of contracts, losses of business or of revenues, losses of operation time or goodwill or reputation. Rich Vision India aggregate liability under or in connection with this Agreement or the Form (whether in contract, tort including negligence or otherwise), shall in no event exceed the incentive paid to the Direct Seller(s) by Rich Vision India in the immediately preceding 2 (Two) months, from the date the claim arises.

18. NOTICE

All notices, requests and other communications under this Agreement shall in writing, in English. Any notice or information/document or communication to be served under this Agreement may be served upon either party hereto only by email or courier or posting by registered post or delivering by hand or through facsimile transmission. The notice or demand to be served on the party should at its address, facsimile number mentioned in the form

19. GOVERNING LAW AND JURISDICTION

1. This Agreement shall, in all respects be governed by and construed in accordance with the law of India and subject to Clause 20 below, the courts at Maharashtra shall have the sole and exclusive jurisdiction to entertain any disputes that may arise hereunder.
2. The parties hereto undertake to use their best efforts resolve amicably any dispute arising out of or in connection with this Agreement or the From and the interpretation thereof through consultation in good faith and mutual understanding. Provided that such consultation shall not prejudice the exercise of any right or remedy of either party hereto by any such party in respect of any such dispute.

20. ARBITRATION

1. In the event the parties hereunder are unable to resolve a dispute through amicable settlement pursuant Clause 19 above within [15 (fifteen)] days from the date a party raises a dispute. The dispute shall be submitted to final and binding arbitration at the request of either of the parties upon written notice to that effect to the other.
2. Such arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 and shall be held at Maharashtra. All proceedings of such arbitration shall be in the English Language. The arbitration shall be conducted by a sole arbitrator to be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. If the parties are unable to manually agree upon the sole arbitrator within [30(thirty)] days from the date of request for arbitration by either party, the arbitration panel shall consist of 03(three) arbitrators, with Rich Vision India and the Direct Seller(s) empowered to appoint one arbitrator each and the third arbitrator shall be appointed by two other arbitrators.

21. FORCE MAJEURE

If Rich Vision India performance or any of its obligations hereunder is prevented, restricted with by reason of fire, flood or other casualty, accident, illness, strike or labour disputes, war or other violence, any law or regulation of any Government, or any act or condition whatsoever beyond its reasonable control (each such occurrence being hereinafter to as "Force Majeure Event"), then Rich Vision India shall be excused from such performance to the extent of such prevention, restriction and interference. Payment obligations of the Direct Seller(s) to Rich Vision India under this Agreement shall not be subject to this Clause 21.

22. SEVERABILITY

in case any one or more of the provisions contained in this Agreement or the From shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement or the From, and relevant provision shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this Agreement or the from shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable Provision.

23. CONFIDENTIALITY AND NON-DISCLOSURE

1. The Direct Seller(s) shall during the term of this Agreement and thereafter keep all information and other materials exchanged with Rich Vision India in relation to the transactions contemplated by this Agreement confidential (including all information concerning the business transactions, business model, client, marketing material, Product details/information, customers, prospective customers and the financial arrangements relating Rich Vision India) which was either designated as confidential or which was by its nature, confidential (the " Confidential Information"), and shall not working the prior written consent of Rich Vision India such information to any other person or use such Confidential Information other than for carrying out the purposes of this Agreement.
2. For the purposes of this Agreement, Confidential Information shall not include: (a) Information that is in the public domain as on the date of this Agreement; (b) Information that is generally available to the public otherwise than as a branch of this Agreement; and (c) Information that the Direct Seller(s) is under an obligation to disclose, pursuant to any applicable law. However, the Direct Seller(s) shall provide sufficient documentary evidence to the Company regarding the specific requirement under the applicable law.
3. No announcements or other disclosures concerning the transactions forming the subject matter of this Agreement or any terms and conditions hereof shall be made by the Direct Seller(s), without agreed by Rich Vision India in writing.

24. ENTER AGREEMENT

This Agreement, the Form, including the Policies hereto, constitutes the entire agreement between the You and Rich Vision India, and shall supersede any and all previous agreements. Written or oral by the parties hereto in relation to the subject matter hereof.

25. REFUND POLICY 1.CUSTOMER REFUND POLICY

Retail customers are guaranteed 100% product satisfaction within 30 days from the date of purchase of the product. a.Retail customers can obtain a new replacement for any defective product from the Direct Seller(s). b.Retail customers can cancel the purchase, return the products and obtain a full refund from the Direct Seller(s). **Rich Vision India** reserves the right to reject repetitive product returns.

2.BUYBACK FROM DIRECTSELLER (S)

Rich Vision India shall buy back any unsold, saleable **Rich Vision India** products (other than literature) that has been purchased within the previous twelve months from any **Rich Vision India** Direct Seller(s) who terminates his **Rich Vision India** Direct Sellers ship.

- a.The products should be returned with relevant invoices and should be unopened and in saleable condition and must be purchased in the previous twelve months.
- b.Upon receipt of these items, reimbursement will be issued to the distributor for the full amount paid for the returned product by the distributor, less 15% processing fee.
- c.Shipping charges, service tax and sales tax paid on the original order will not be reimbursed. **Rich Vision India** will deduct the amount of commissions or any other earnings, benefits paid on the returned products from the appropriate Direct Seller(s) and adjust ranks as needed.

3.PRODUCT STOCKING AND INVENTORY LOADING

Every Direct Seller(s) shall ensure that at least 70% of the products purchased in the prior order are retailed before placing the next product order with the company.

- a.Direct Seller(s) should keep accurate records of monthly sales to their customers and must be produced upon company's request for inspection
- b.Products previously certified as having been sold, consumed or retailed shall not be subject to repurchase under the Buy back scheme.
- c.The Buy back policy is designed to ensure that the Direct Seller(s) are buying products wisely.

26. COOLING OFF PERIOD

A **7 working days Cooling-Off Period** will be extended to customers for products transacted. During this period, the customer/Direct Seller(s) need not pay any deposit for the purchase made.

27 - DEFINITION OF TERMS

Active Direct Seller(s) – A Direct Seller(s) who satisfies the minimum Personal Business Volume requirements as set forth in the Rich Vision India Business Plan. **Cancellation - Termination** of an individual is Direct Seller(s) Agreement. Cancellation may be either voluntary or involuntary. **Company** - The term "Company" as it is used throughout these Policies and Procedures, and in all Rich Vision India Material, means RICH VISION INDIA E-COMMERCE MULTISERVICES PVT. LTD. **Downline Organization** – A Direct Seller(s) Downline Organization consists of all Direct Seller(s) below him/her. **Downline Organization Report** - A report generated Rich Vision India that provides critical data relating to the identities of Direct Seller(s) and sales information of each Direct Seller(s) Organization. This report contains proprietary trade secret information. (See Section 3.6.2). **Direct Seller(s)** - An Individual who has executed a Direct Seller(s) Application and Agreement, which has been accepted by Rich Vision India. Direct Seller(s) are Required to meet certain qualifications and are responsible for the training, motivation, support, and development of the Direct Seller(s) in them Respective Downline Organizations. Direct Seller(s) are entitled to purchase Rich Vision India products at wholesale prices, enroll new Direct Seller(s), and take part in all Company Direct Seller(s) programs. **Direct Seller(s) Agreement** - The Term Direct Seller(s) Agreement, as used in the Policies and Procedures, refers to the Direct Seller(s) Application and Agreement, Rich Vision India's Policies and Procedures, and the Business Plan. **Involuntary Cancellation** - The termination of Direct Seller(s) Agreement, which is initiated by Rich Vision India. **Level** - The layers of Downline Direct Seller(s) in a particular Direct Seller(s) Downline Organization. This term refers to the relationship of Direct Seller(s) relative to a Particular upline Direct Seller(s), determined by the number of Direct Seller(s) between them who are related by sponsorship. **Official Rich Vision India Material** - Literature, audio or video tapes, and other materials developed, printed, published, or distributed by Rich Vision India. **PAN Number** - Permanent Account Number (PAN) is a ten-digit alphanumeric number, issued in the form of a laminated card, by the Official Rich Vision India Material - Literature, audio or video tapes, and other materials developed, printed, published, or distributed by Rich Vision India. **PAN Number** - Permanent Account Number (PAN) is a ten-digit alphanumeric number, issued in the form of a laminated card, by the Income Tax Department, for filing the taxes. **Sales Volume (SV)** - The incentive able value of products purchased by a Direct Seller(s) **Introducer** - A Direct Seller(s) who brings another individual into Rich Vision India as a Direct Seller(s). **TDS** - Tax Deducted at Source will be applicable on incentives Earned as per the Income Tax rules. **Upline Organization** - Your Sponsor & their Sponsor & so on. **Voluntary Cancellation** - The termination of a Direct Seller(s) Agreement instituted by the Direct Seller(s) who elects to discontinue his/her affiliation with Rich Vision India for any reason.