

Direct Seller Contract Agreement

This agreement is agreed and accepted electronically & online by and between the executing parties (Hereinafter mentioned and referred to as Direct Seller and the Direct Selling Entity which expressions shall mean and include their respective legal heirs, assigns, successors, administrators, and undertakers).

Be known that this Contract agreement is executed and entered into in accordance with the provisions of India Contract Act and Consumer Protection (Direct Selling) Rules, 2021 (Hereinafter referred to as the Rules)

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 **M/s Zoe Vitaflow Healthlife Private Limited** also referred to as **"Zoe Vitaflow"** (Registered under the Companies Act, 2013) having head office at --

And whereas the **Zoe Vitaflow** is engaged in **"Direct Selling business"** which means marketing, distribution and sale of goods or providing of services through a network of Direct Seller as per its prescribed Marketing 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 along with his/her KYC particulars therein has, after being explained all the provisions of the said **Zoe Vitaflow Marketing Plan**, product details and the present E-contract Agreement in the vernacular language known to him by Shri _____ ID No. _____, duly ascertained and satisfied by visiting the **Zoe Vitaflow's** website **www.zoewellness.in**, has voluntarily offered to join the business of the **Zoe Vitaflow** and resolved to enter into this E-contract agreement, hence this deed.

DEFINITION:

In this Contract

1. **"Direct Seller(s)"** means a person authorized by a Direct Selling entity through a legally enforceable written contract to undertake Direct Selling business on principal-to-principal basis.
2. **"Direct Selling Entity"** means the principal entity which sells or offer to sell goods or services through Direct Seller, but does not include an entity which is engaged in a pyramid scheme or money circulation scheme.
3. **"Network of Sellers"** means a network of Direct Seller formed by a Direct Selling entity to sell goods or services for the purpose of receiving consideration solely from such sale.

NOW THEREFORE THIS DEED AGREEMENTS AS UNDER:

1. The Direct Selling entity hereby agrees that it is fully compliant to the Consumer Protection Act, 2019, Consumer Protection (Direct Selling) Rules, 2021, Legal Metrology Act, 2009, E-commerce Rules, 2020 and all other Rules and laws applicable to an Indian Direct Selling Entity.
2. The Direct Selling entity assures and the Direct Seller agrees:
 - a. That this E-contract agreement has no provision that a Direct Seller will receive remuneration or incentive for their recruitment/enrolment only of new participants.

- b. That it does not require a participant to purchase goods or services for an amount that exceeds the amount for which such goods or services can be expected to be sold or resold to consumers.
 - c. That it does not require a participant to pay any entry / registration fee / subscription fee, cost of sales demonstration equipment and materials or other fees relating to participation in the Zoe Vitaflow's Direct Selling business.
 - d. That it has ascertained from the Marketing Plan provided by the Zoe Vitaflow (The same may be read as part and parcel of 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 Direct Seller are calculated only and only on the basis of effective sale, marketing and distribution of products and in no way on the basis of recruiting/sponsoring/introducing another Direct Seller.
3. **Cooling Off Policy:**
- a. That the Zoe Vitaflow allows or provides to the Direct Seller herein a reasonable cooling off period in accordance with clause 3 (b) of the Rules, of the said Rules undertake to provide a newly registered Direct Seller a cooling off period of 5 days effective from the date of signing and execution of the contract agreement by him/her while registering as Direct Seller with us wherein the said Direct Seller can cancel the contract agreement without resulting in any breach of contract or levy of penalty.
 - b. That if such Direct Seller receive any form of compensation from the Zoe Vitaflow during this Cooling Off period, they are obligated to repay the corresponding amount to the Zoe Vitaflow. This repayment should be accompanied by a formal repudiation letter. The repayment can be made through methods like cash, cheque, demand draft (DD), NEFT, RTGS, and so on.
 - c. That if the Zoe Vitaflow collects any fees, which may include training fees, franchise fees, fees for promotional materials, or any other fees, and if the Direct Seller decides to return all goods received at the time of joining, they have the entitlement to receive those fees back from the Zoe Vitaflow. In this scenario, the Zoe Vitaflow bears the responsibility of reimbursing these fees. This reimbursement will be made to the Direct Seller through methods like cash, cheque, demand draft (DD), NEFT, RTGS, or Net Banking. Applicable taxes such as TDS and GST will be adjusted, and the repayment will be accompanied by an appropriate repudiation letter.
4. **Buyback Policy:** The Zoe Vitaflow provides buyback guarantee to every Direct Seller on the following terms:
- a. If the product is in marketable* condition and is returned within 5 days of receipt of goods accompanied by the original invoice, 100% of the amount as refund will be given.
 - b. If the product is in Unmarketable** condition and is returned within 5 days of receipt of goods no refund will be given.
 - c. *Marketable* refers to products that are unused, sealed, and undamaged, not expired, not seasonal, discontinued, or special promotional product or services.
5. The Zoe Vitaflow Healthlife commits to offering a warranty for the products it sells. Direct Seller has the option to request an exchange or return of a product within 30 days of purchase if they identify any manufacturing defect or if the purchased product is of sub quality. To initiate an exchange or refund process, the Direct Seller should present the original invoice, along with their identity proof and address proof, to Zoe Vitaflow. This documentation will be required for verification purposes.

6. That the Direct Sellerherein agrees that the Zoe VitaflowHealthlife has established a **“Grievance RedressalMechanism”** for Direct Sellerto redress theirgrievances and complaints, annexed herewith which may be read as part and parcel of this agreement as the same is not being reproduced here for the sake of brevity.
7. That the applicant Direct Sellerherein agrees that he / she has attained the minimum age of 18 years or 21 years in the state of Maharashtra and he / she shall knowingly sponsor any person under the age of 18 years or 21 years in the state of Maharashtra.
8. The Zoe Vitaflow explicitly states that it does not ask, encourage, or seek any potential individuals, known as prospects or future Direct Seller, to invest any money in any way to join its Direct Selling business. However, the Direct Selleris responsible for covering the costs of the products they buy. It is important to note that there is no provision stating that the Direct Sellerwill earn money from recruiting other participants. Instead, the compensation the Direct Sellerreceives solely comes from the sales, marketing, and distribution of products. This compensation aligns with the Zoe VitaflowHealthlife Marketing Plan outlined by the Zoe Vitaflow. The Direct Selleragrees to abide by the terms of this agreement in its entirety, following the guidelines and principles set by the Direct Sellingentity.
9. That the Zoe Vitaflow will provide all support to the Direct Sellerin delivery of the products through Franchisee/Pick-up centers / Available Courier/Transport or any otherLogistics Service for maintaining effective support system.
10. That by accepting the offer of the Direct Sellerherein the Zoe Vitaflowrequireshim/ her to do andcomplete the following steps. AnIndividual/ Firm/entityeligible to enter into a contract as per the provisions of the IndianContract Act, 1872 and wish to becomea Direct Sellerof the Direct Sellingbusiness of the Zoe Vitaflow herein, can apply to become a Direct Sellerfor marketing and selling of Zoe Vitaflow’s product on pan India basis, in prescribed form through online method.
 - a. Fill the application form online and upload scanned KYC documents.
 - b. Accept the terms andcondition of this E-contract agreement byclicking on “I AGREE” button below.
 - c. On the completion of the above process, the Direct Sellercantake a printout of this agreement.
 - d. Upon the execution of this agreementand after the verification of all the KYC documentsuploaded through the above process,the applicant shall be accepted as a Direct Sellerof the Zoe Vitaflow’s businessand aUnique Identification number and password shall beallotted to the applicant, to allow him / her to log on to access his/ her own personal account maintained by the Direct SellingEntity on its website.
 - e. That the Direct Selleris required to upload the following self-attested documents within30 daysstarting from the date of signingthis Agreement. The acceptance of the terms of this agreement is confirmed by clicking the “I AGREE” button at the bottom of this document.
 - f. That the Zoe Vitaflow upon scrutiny and verification of theApplicationand KYC particularsuploaded by the Direct Sellermay re-consider its decision and rejectthe application.The Direct Selleracknowledges and accepts this possibility. The Zoe Vitaflowholds the exclusive authority and freedom to decline the issuance of unique ID number, if the KYC and other documents are determined to be unsatisfactory, altered, counterfeit or not in accordance with the Government’s stipulated guidelines for this specific purpose.
 - g. That the KYC shall include but not limited to verified proof ofaddress, proof of identity, and PAN as per the provisions of the Income Tax Act, 1961, as follows, duly issued bythe Government of India or a State/UT government.

- i. Aadhaar Card
 - ii. Voter ID Card
 - iii. Passport
 - iv. Ration card
 - v. Any other identity document issued by the State/UT or central government which can be verified online.
 - vi. Additional Documents required for Applicant in case of a company or firm:
 - 1. CIN or Registration Certificate, MOA & AOA, or Partnership Deed, as the case may be;
 - 2. PAN, GSTIN, FSSAI (wherever applicable)
 - 3. List of Directors / Partners of the applicant entity
 - 4. Board Resolution / Authorization in favor of the Director / Partner signing and executing this E-Contract agreement and Application.
- 11. The Direct Seller herein declares that he/ she / 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 of unsound mind nor convicted by any court of law in preceding five years" of the date of joining the Direct Selling entity's business herein.
- 12. The Direct Seller herein agrees that he/she shall take appropriate steps to ensure the protection of all sensitive personal information provided by the consumer with the applicable laws for the time being in force and ensure adequate safeguards to prevent access to, or misuse of, data by unauthorized persons.
- 13. The Direct Seller herein agrees that he/she shall not visit a consumer's premises without identity card and prior appointment or approval.
- 14. **Scope of the Work:**
 - a. That the Direct Seller shall market, distribute and sell the products of the Zoe Vitaflow using word of mouth publicity, display and demonstration of the products, distribution of pamphlets, and door to door selling to consumers and prospective Direct Seller.
 - b. That the Zoe Vitaflow shall be exclusive owner of the name and logo of the Zoe Vitaflow. The Direct Seller shall not use the trademark, logotype and design anywhere without prior written permission from the Zoe Vitaflow. This permission, if given, can be withdrawn at any time by the Zoe Vitaflow. Violations if any, shall be termed as violation of this agreement and may result in termination of this agreement and Direct Seller of the Direct Seller, penal actions under the prevailing Intellectual Property Rights (IPR) laws 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 Zoe Vitaflow herein Zoe Vitaflow Marketing Plan, pricing of products, BV etc., in any way whatsoever and shall not send, transmit, or otherwise communicate any messages to anybody on behalf of the Zoe Vitaflow, contrary to Zoe Vitaflow's policies, principles, instructions and prescriptions without prior written authorization and permission for the same by the Zoe Vitaflow.
 - d. That the Direct Seller will get specified percentage /points-based (BV Points) Incentives pertaining to the sales for selling the Zoe Vitaflow's products under this E-contract Agreement.
 - e. The Zoe Vitaflow commits to providing the Direct Seller with comprehensive instruction books, catalogs, and pamphlets to assist in promoting sales, marketing, and distribution. Additionally, the Zoe Vitaflow will ensure that mandatory orientation training is provided to the Direct Seller.

- f. That the Zoe Vitaflow shall issue photo identity cards to Direct Seller. This photo identity card shall be returned by the Direct Seller to the Zoe Vitaflow 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 & Unique ID number (FSSAI Number, if applicable) of the Direct Seller.
 - g. The identity card provided by the Zoe Vitaflow to the Direct Seller does not establish an employee – employer, service, or salaried relationship between the Zoe Vitaflow and the Direct Seller.
 - h. The Direct Seller will not be authorized to collect any type of cash/cheque/demand draft in his own name, on behalf of the Zoe Vitaflow. All cheques/demand draft etc. should be drawn in the name of the Zoe Vitaflow only and the same should be deposited with the Zoe Vitaflow's office or other offices as may be specified by the Zoe Vitaflow, within 24 hours of the time of receipt. Direct Seller shall hold the said cash collection/cheque/DD in trust for and on behalf of the Zoe Vitaflow. Upon failure to deposit the said cash collection/cheque/DD, Direct Seller shall be liable to pay damages/compensation and Mesne-profit, if any. The receipt/invoice issued by the Zoe Vitaflow only would be valid documentary evidence in the hand of the consumer. It means Direct Seller would not be authorized to issue any receipt/invoice on behalf of the Zoe Vitaflow.
 - i. That the Zoe Vitaflow may open following facilities for sale of its products:
 - i. Online Portal/ E-commerce
 - ii. Stores (Retail Outlets)
 - iii. Authorized Sales Point / Pickup Center
 - j. That a Direct Seller is not authorized to sell any product of the Zoe Vitaflow herein on one-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 website or online forum that offers auction as a mode of Selling.
 - k. That a Direct Seller and their legal representatives, including spouse, son, unmarried daughter, or husband, shall not be permitted to enroll under a different sponsor or misrepresent facts to the company at any time during the validity of this agreement. In the event that a Direct Seller is found engaging in such conduct, the company reserves the right to terminate the Direct Seller's ID as well as the IDs of the aforementioned legal heirs. The company also reserves the right to initiate any other appropriate legal action, as deemed necessary.
15. **Sales Incentives/Commission Structure or other Benefit:** The Direct Seller shall be eligible for the following financial incentives and/or privileges:
- a. Incentives on the sales, marketing, and distribution of products and/or services by the Direct Seller and his/her team or network of Direct Seller, as per the Zoe Vitaflow Marketing Plan of the entity herein, annexed herewith but not being reproduced here for the sake of brevity.
 - b. Direct Seller has the authorization to market, sell, and distribute products offered by the Zoe Vitaflow across all regions of India. There are no territorial restrictions or limits imposed on the sale of these products.
 - c. He/she can always check and inspect his/her account on the Zoe Vitaflow's website by using his/her Unique ID and Password allotted to him/her by the Zoe Vitaflow.
 - d. That the Zoe Vitaflow reserves the right to restrict the list of products for a particular area / region.

- e. Changes in pricing, government regulations, market influences, and other factors might force the Zoe Vitaflow to change its Marketing plan. The decision of the Zoe Vitaflow regarding these changes will be final and binding. Whenever such changes occur, they will be communicated through notifications posted on the website. These notifications will hold legal significance and will apply to all the Direct Seller. However, if any Direct Seller disagrees with and does not wish to be bound by these changes, they have the option to terminate this agreement within 7 days of such notification. To do so, the Direct Seller must provide a written notice expressing their objections to the Zoe Vitaflow. If a Direct Seller continues their involvement in the Direct Selling business without submitting objections, it will be presumed that they have accepted all modification and amendments to the terms and conditions for future activities.
 - f. That all payments and transactions shall be valued in India Rupees (INR).
 - g. That the Zoe Vitaflow does not guarantee/assure / promise or offer any facilitation fees or any amount or quantum of income whatsoever to the Direct Seller on account of becoming a Direct Seller of the Zoe Vitaflow.
 - h. That Sales Incentive to the Direct Seller shall be subject to all statutory deductions as applicable like TDS etc.
 - i. That Sales Incentive accrued and paid to the Direct Seller is inclusive of all taxes.
16. That the Zoe Vitaflow shall provide accurate and complete information to prospective and existing Direct Seller concerning the reasonable amount of earning opportunity and related rights and obligations.
 17. That Zoe Vitaflow 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 Zoe Vitaflow will in no way be responsible to refund or reimburse the same.
 18. That Direct Seller agrees with the Zoe Vitaflow that he / she will solely focus on Selling products offered by the Zoe Vitaflow and will refrain from selling products that are similar or identical to those of any other company or brand.
 19. That Unique Identification Number will have to be quoted by the Direct Seller in all his/her transactions and correspondence with the Zoe Vitaflow. 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.
 20. That the Direct Seller shall be faithful to the Zoe Vitaflow and shall uphold the integrity and decorum to the Zoe Vitaflow and shall maintain good relations with another Direct Seller also.
 21. The Direct Seller is required to adhere to the policies, procedures, rules, and regulations established by the Zoe Vitaflow. Additionally, they must comply with all applicable laws, rules, regulations, directives, and mandates issued by the Government of India, State Governments, Local bodies, Court of Law, and local administrations. Furthermore, the Direct Seller must refrain from engaging in any deceptive or unlawful trade practices, including Mis-Selling or unfair trade practices as outlined in clause 3 (f, g, and i), as defined in the Direct Selling Rules, 2021, and clauses 2(1), (18), (20), (41) to (43), and (47) of the Consumer Protection Act, 2019. In the event that the Direct Seller does engage in such activities, they will bear full responsibility for the consequences and outcomes thereof.
 22. The Direct Seller has a responsibility to present, display, explain the Zoe Vitaflow Marketing Plan to potential prospects exactly as they received it from the Zoe Vitaflow. If the Direct Seller observes that the Direct Seller is functioning in a manner that goes against the stipulated

guidelines or authorization of the Zoe Vitaflow, the entity holds the exclusive authority to either terminate the Direct Seller's involvement or restrict their participation in the business, regardless of whether a show cause notice is provided or not.

23. The Zoe Vitaflow holds the authority to make changes to the terms & conditions, products, Zoe Vitaflow Marketing Plan, and policies, whether with or without prior notice. Such notifications may be communicated through the official website of the Direct Selling Entity. Any modifications or amendments will come into effect and be binding for the Direct Seller starting from the date of the respective notice.
24. 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 transporter/courier.
25. That the Direct Seller is prohibited from mentioning / posting / telecasting any inappropriate or defaming content about the Zoe Vitaflow, its products, etc. in any social media platforms. If he / she does any act in contravention to this clause, then this contract agreement will be deemed terminated and the Zoe Vitaflow reserves rights to initiate appropriate legal action against him / her.
26. That only one Direct Seller code shall be issued on one PAN Card.
27. That the Direct Seller hereby undertakes not to compel or induce or mislead any person with any false statement / promise to purchase products from the Zoe Vitaflow or to become Direct Seller.
28. All statutory changes will be in force with immediate effect or as per the law prescribed.
29. The Direct Seller agrees and grants authorization to the Zoe Vitaflow to generate their sales and purchase records, which will include information about products, prices, taxes, quantities, and other details related to the items they have sold. These records will be created in accordance with the applicable laws and regulations.
30. The Direct Selling entity bears the responsibility for ensuring the quality of products and services that the Direct Seller sells. Additionally, the Zoe Vitaflow is obligated to provide guidance to the Direct Seller to uphold the best practices that safeguard consumer interests. This guidance should be provided within the legal and ethical boundaries. If a Direct Seller chooses to operate outside the established policies and guidance of the Zoe Vitaflow, they will be held individually accountable for all their actions related to the sales of products and services.
31. Any notices or communications directed to the Direct Seller registered address, provided E-mail ID and mobile number mentioned in the registration form, whether sent through registered post, courier service, E-mail, or WhatsApp message, will be considered as officially delivered to the intended recipient. However, it is strongly recommended that Direct Seller promptly informs the Zoe Vitaflow of any alterations to their address, E-mail ID, or mobile number. Failing to do so will render any claims of non-delivery by the Direct Seller invalid under any circumstances.
32. The term of this E-contract agreement is at will, subject to earlier termination in accordance with this E-contract agreement or in accordance with law. If this E-Contract Agreement is terminated for any reason 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. Zoe Vitaflow reserves the right to terminate this E-contract agreement if any condition(s) of this E-Contract Agreement are violated by a Direct Seller.
33. **Limitation of Action:** If a Direct Seller wishes to bring any grievance to the notice of the Zoe Vitaflow 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.
34. **Indemnification:** That the Direct Seller agrees to protect, defend, indemnify, and hold harmless Zoe Vitaflow and its employees, officers, directors, agents, or representatives from and against any and

all liabilities, damages, fines, penalties, and costs (including legal costs and disbursements) arising from or relating to:

- a. Any breach of any statute, regulation, direction, orders, or standards notified by any governmental body, agency, or regulator applicable to the Direct Seller including payment and deposit of taxes; on account of Income tax, GST, Trade tax, Professional Tax, whenever applicable and shall obtain necessary registrations/licenses whenever applicable and required under law.
 - b. Any breach of the terms and conditions of this E-contract agreement by the Direct Seller,
 - c. Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the Direct Seller; or
 - d. Against all matters of embezzlement, misappropriation or misapplications of collection/moneys which may from time to time during the continuance of the Agreement come into his/her/its possession/control.
35. **Relationship:** The Direct Seller acknowledges that they function as an independently owned business entity. This Agreement does not establish them as an employee, associate, agent, or legal representative of the Zoe Vitaflow for any purpose. The Direct Seller has no explicit or implicit authorization or authority to take on obligations on behalf of the Zoe Vitaflow or to act in any way that would legally bind the entity. If a Direct Seller breaches this provision in any manner, they will be held accountable for all types of consequences, including financial, statutory, civil, or criminal implications.
36. **Liability:** Except for the provisions stated in this Agreement, the Zoe Vitaflow holds no liability towards the Direct Seller for terminating this Agreement for any reason. This includes claims for loss or profit or any claims related to expenditures, investments, leases, capital investments, or other commitments undertaken by the other party in connection with the business, which were made based on or due to this Agreement.
37. **Suspension, Revocation or Termination of this E-contract agreement:**
- a. That the Zoe Vitaflow reserves the right to suspend the operation of this E-contract agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, Zoe Vitaflow shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
 - b. If the Direct Seller breaches any of the terms outlined in this agreement, which they have previously accepted, the Zoe Vitaflow reserves the right to act. Without diminishing other possible remedies, the entity can issue a written notice with a one-month notice period. This notice will request the Direct Seller to provide a written explanation for their actions. If the explanation is not provided or is deemed inadequate based on standard business norms, the Zoe Vitaflow holds the authority to suspend, block or terminate the Direct Seller's participation in the business. Consequently, the Direct Seller's commissions will be discontinued.
 - c. That the Direct Seller may terminate this agreement at any time by giving a written notice of 30 days to the Zoe Vitaflow at the head office of the Zoe Vitaflow.
38. **Actions pursuant to Suspension/Blocking/Termination of this E-contract agreement:** That notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement:
- a. The Direct Seller shall not represent the Zoe Vitaflow in any of its dealings.
 - b. The Direct Seller shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the Zoe Vitaflow is still having Direct Selling agreement with the Direct Seller.

- c. The Direct Seller shall stop using the Zoe Vitaflow's name, trademark, logo, etc., in any audio or visual form.
- d. All obligations and liabilities of such Direct Seller to the Zoe Vitaflow existing on the date having accrued during the validity of this Agreement will have to be fulfilled, met, and satisfied by the Direct Seller in every manner whatsoever.

39. Governing Laws and Regulations

- a. That this Agreement shall be governed by the provisions of the Indian Contract Act, 1872, the Consumer Protection Act, 2019, Consumer Protection (Direct Selling) Rules, 2021 or other laws of the land.

40. Dispute Settlement: The Direct Seller herein agrees and accepts that the remedial action available to him/her in the event of any interpretation of any question of law, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be as under:

- a. As per the Grievance Redressal Mechanism offered by the Zoe Vitaflow herein and forming part of this contract agreement, any dispute or difference arising out of or in connection with this Direct Seller/Direct Seller Agreement shall first be attempted to be resolved through mutual discussions within 30 (thirty) days of such dispute arising. In the event the Direct Seller/Direct Seller is not satisfied with the decision of the Zoe Vitaflow or if any issue raised remains unresolved for more than two months, the matter shall be referred to the Grievance Redressal Committee constituted by the Zoe Vitaflow.
- b. Disputes, if any, remaining unresolved even after reference to the Grievance Redressal Committee, shall be finally resolved through binding arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue of arbitration shall be at Delhi, (Delhi, India) and the decision of the Arbitrator shall be final and binding on all parties. Subject to the foregoing, the courts at Delhi, (India) shall have exclusive jurisdiction over matters arising out of or in relation to this agreement.

41. Force- Majeure: That if at any time, during the continuance of this agreement, the performance in whole or in part, by the Zoe Vitaflow, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities/disaster or any act of God (hereinafter referred to as event), neither party shall, by reason of such event, be entitled to terminate this agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided that the services under this agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist.

42. The Direct Seller hereby agrees as under:

- a. That he/she has clearly understood the terms and conditions, as well as the Marketing Plan of the Zoe Vitaflow, along with its associated limitations and provisions. He/she confirms that he / she is not relying upon any representation or promises that are not set out in this E-contract agreement.
- b. That their association with the Zoe Vitaflow and all their undertakings as outlined in this agreement shall be regulated, in conjunction with this agreement, by the regulations and processes specified in the Zoe Vitaflow Marketing Plan accessible on the company website. The Direct Seller validates that they have either read through these documents or they have been read to them in a language they understand. He / she thereby agrees to be legally bound by the provisions stipulated in this agreement.

- c. That he / she will function as an independent entity and will refrain from engaging in any actions that could result in misfeasance or malfeasance, causing liabilities or obligations of any kind upon the company.
- d. That all the information provided to the Zoe Vitaflow is accurate and truthful. The Zoe Vitaflow holds the sole right and freedom to take appropriate action against him / her if it is discovered that the information furnished to the Zoe Vitaflow was incorrect or false.
- e. That any violation of the terms and conditions outlined in this agreement can lead to the termination of this agreement, as per the procedures detailed within.
- f. That I am the individual concerned and am fully aware of the facts stated above. I voluntarily agree to be designated as a Direct Seller across India, in accordance with the terms and conditions contained within this agreement.
- g. That I have carefully read and understood the terms and conditions concerning the appointment of a Direct Seller by the company. I have also reviewed the company's official website, printed materials, brochures, and am convinced about the business. I am submitting my application to be appointed as a Direct Seller based on my personal choice.
- h. That I commit to adhering to the policies, procedures, rules, and regulations established by the Company. I confirm that I have read, been explained, and fully comprehended the content of the document outlining the policies and procedures for the appointment of a Direct Seller.

IN TOKEN OF HIS/HER AGREEING TO AND ACCEPTING ALL PROVISIONS OF THIS CONTRACT AGREEMENT SET FORTH ABOVE, HE/SHE IS CLICKING ON THE "I AGREE" BUTTON GIVEN HEREIN.

I AGREE & ACCEPT
