

CONTRACT AGREEMENT OF DISTRIBUTORSHIP

BETWEEN

E-VISIONARIES MARKETING PVT LTD

&

CONTRACT AGREEMENT

This contract is entered into on between E-VISIONARIES MARKETING PRIVATE LIMITED, bearing CIN number: U24230GJ2022PTC134898, having its registered office at Shop no 859, yogi tower faliya 9970, village Hanumanbari, Ta- vansda, Di-navsari, Gujarat 396580 India AND

The direct seller, Mr. /Mrs.

PAN: -

Mo:-

Address:

AT PO: -		TA:-	
DI: -	CITY: -	STATE: -	PIN: -
			INDIA

ID number: EV000

(Herein after called as "e-visionaries marketing pvt ltd" or "distributor" which expression shall include his/her heirs, executors, assigns and effects wherein the context so admits or requires). The Company will individually be referred to as "Party" and collectively as "Parties".

DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- 1) "Direct selling entity" or "Company" means an entity which sells or offers to sell goods or services through a direct seller. The company E-VISIONARIES MARKETING PRIVATE LIMITED is the Direct Selling Entity.
- 2) "Direct Seller" means a person appointed or authorized by a direct selling entity through a legally enforceable a written contract to undertake direct selling business on a principal to principal basis.
- 3) "Direct selling" means marketing, distribution and sale of goods or providing of services through a network of direct sellers.
- 4) "Cooling-Off Period" means the duration of time counted from the date when the direct seller and the direct selling entity enter into an agreement and ending with the date on which the contract is to be performed and within which direct seller may repudiate the agreement without being subject to penalty for breach of contract.
- 5) "Product" shall mean the Company's product to be sold by Direct Seller and such product as may be communicated by the Company in writing to the Participant Direct Seller from time to time or be published / displayed on the website.

6) "Services" shall mean the Company's services to be sold by Direct Seller and such services as may be communicated by the Company in writing to the Participant Direct Seller from time to time or be published on the website.

That the e-visionaries marketing pvt ltd is engaged to carry on business in India or elsewhere as manufacturer, producers, makers, inventors, importers, exporter, traders, retailers, marketing and direct selling as per the government guidelines and deal in all kinds of health care products, food supplements, food products, FMCG products, home care products, beauty and skin care products, herbal medicine, care products, fitness products, perfumes, health aids products, glamor products, Ayurveda allopathy homeopathy and other traditional medicaments of pure quality products registered with trademark authorities under direct selling method.

The E-visionaries marketing pvt ltd is not engaged in money circulation, pyramid scheme which promises quick & easy money.

The Company does not promise any fixed income/returns/profits/commissions and the DISTRIBUTOR shall earn only according to the compensation plan.

The Company has all GST, Income Tax, TDS and other licenses as may be required as per the laws/ regulations/ guidelines of its principle place of business and of other states where the Company has branches.

The DISTRIBUTOR is willing to engage in the business of direct selling of the Company products and the Company is willing to register him as a DISTRIBUTOR on principal-to-principal basis.

The DISTRIBUTOR shall promote, market and sell the goods directly to the potential consumer using methods approved by the Company.

The Company does not consider the DISTRIBUTOR as an employee or an agent.

Furthermore there are no registration charge /entry or subscription fees etc. for becoming a direct seller of the company. The company exclusively uses its website / mobile application to display the details of the products, its price, marketing method/plan, compensation method/plan, sales incentives and business monitoring etc.

The Company uses their website exclusively to display information about products, product quality and other certificates, price, complete compensation plan, marketing methods, information regarding management of the Company and other policies, rules and regulations which are necessary for day-to-day operations of the Company.

The role of DISTRIBUTOR in the company is only a part-time opportunity and if any losses arising out of it, the Company and its affiliates shall not be responsible.

FOR DISTRIBUTOR

Keep the distributor with his / her credentials and do not visit without the consent of the customer.

At the time of product sale, without prompting at the beginning of the presentation, clearly identify the goods or services being sold and state the purpose of the request to the customer. Giving to the customer the item, service, prices, credit terms, and terms of sale, guarantee terms and complete information.

Provide this information to the customer when selling the item such as; Name, address, registration number, proof of identity, telephone number, seller details.

Explain the company's return policy to the customer before making the transaction to pick up the item. State the date of order, bill, and amount to be paid.

State details of grievance redressal mechanism. The distributor shall maintain proper account books showing the relevant details of the goods sold by him.

A DISTRIBUTOR SHOULD NOT DO THIS

Use of deceptive, incorrect or inappropriate trading methods to customer. Includes false futures, unfair recruitment, and false representations to customer. Misrepresent the benefits of the item to customer. Knowledge, remuneration system, understanding of the item, avoids any action related to sale. Selling unreasonably large quantities of goods by a distributor misrepresenting to the customer. Not giving accurate information about service tax and GST of the item taken by the distributor. Making cross line by distributor in the company.

OBLIGATIONS OF COMPANY TOWARDS DISTRIBUTOR

The company will provide training to all the distributors including how to bring in new customers, accurate remuneration on all aspects of remuneration system and sales operations. Proper manual or electronic records of their business dealing with full details of their goods and services should be maintained but not limited to.

The company will maintain a "Register of Distributors" in which the relevant details of each registered distributor will be updated and maintained.

Distributor details include verified proof of address, proof of identity and page and will not be limited enough.

That company will maintain a proper and updated website with all relevant details of the company, contact information, its operations, product, product information, product quality certificate, price, full income plan, terms of agreement with distributor and grievance redressal mechanism for distributors.

That the company will provide the distributors with details of their periodic account/information, as applicable, sales, purchases, earnings, commissions, bonuses and other related data as per the agreement with the distributors. All financial debts will be paid and any cash will be commercially reasonable.

That the company will monitor the purchase price of all its distributors on a monthly basis and once the purchase price exceeds the VAT threshold, the company should inform the distributors to pay VAT.

That the company will not force any distributor to purchase the goods.

For an amount that exceeds an amount for which such goods or services can be expected to be sold or resold to consumers.

For a quantity of goods or services that exceeds an amount that can be expected to be consumed by or sold or resold to consumers.

OBLIGATION OF DISTRIBUTOR TOWARDS CONSUMER

The company will provide the following information when the customer purchases the item.

Name of buyer and seller.

Delivery date of goods or services.

Procedures for returning goods.

In case of warranty and defect of goods, exchange / replacement of goods, however, no distributor, in pursuit of sale, will make a claim which is not consistent with the claims authorized by the distributor entity.

The company and distributor will take appropriate steps to ensure the protection of all private information provided by the customer.

That distributor and company will be guided by the provisions of the Consumer Protection Act 1986.

That the supply/distribution of goods with the knowledge that such goods / products are of inferior quality as stated by the manufacturer or have exceeded its validity period.

That should be clearly displayed on the MRP package.

That the company / distributor who sells the goods to the consumer will issue a cash bill to such customer as per the provisions of the law.

PAYOUT

The Company shall pay the Direct Seller sales compensation as prescribed in the Compensation Plan which shall be available at the website of the company. The compensation will be subjected to the relevant taxes as applicable. Paying such Taxes is the responsibility of the Direct Seller. The Company reserves its right to revise the rates and methods of calculating sales incentive/commission/compensation from time to time. The Company does not guarantee any particular or fixed facilitation fees or fixed income to the Direct Seller. Furthermore compensation can be achieved by the Direct Seller only on the basis of continuous efforts by him/her or their network of direct sellers to promote the products of the company.

BUSINESS EXPENSES

Direct Seller shall bear the cost and expense of conducting its business in accordance with these terms and conditions. The company will not entertain any reimbursement on any expense made by the Direct Seller other than sales incentive earned by the Direct Seller as per the Compensation Plan.

CUSTOMER COMPLAINTS

Direct Seller shall notify the Company of any Customer's complaints regarding either the Products or the Services immediately and forward to Company the information regarding those complaints. Failure to do so may be considered as withholding critical information from the Company.

CONFLICT OF INTEREST:

The DISTRIBUTOR warrants to Company that s/he does not currently represent or promote any other Direct Selling/ Multi- level Marketing Entity/ Company/ Organization, during the term of this Contract, DISTRIBUTOR shall not represent, promote or otherwise try to sell products or services of any other Company. The Company shall place the DISTRIBUTOR's account on hold and subsequently terminate the ID, if it finds that the DISTRIBUTOR is representing or promoting any other direct Selling/Multi- level Marketing Entity/Company/Organization unless the DISTRIBUTOR proves otherwise. The DISTRIBUTOR shall not sell any products on the e-commerce platform/marketplace without prior written approval from the Company.

FORCE MAJEURE

An e-visionaries marketing pvt ltd will not be held responsible for any failure to fulfil its obligations where the causes of such failure include acts of nature (including fire, flood, earthquake, hurricane, lockdown, hurricane or other natural disaster in the country), war, aggression. Act of foreign enemies, hostility (whether war is declared or not) Civil war, uprising, revolution, uprising, military or usurped power or seizure, terrorist activities, nationalization, government sanction, obstruction, ban, labour dispute, strike, lockout or Disruption or power failure, any redirection by the government (central and / or state), local authorities, etc.

DISTRIBUTOR shall be responsible for paying all income taxes and other taxes charged to DISTRIBUTOR on amounts earned hereunder. All financial and other obligations associated with DISTRIBUTOR's business are the sole responsibility of DISTRIBUTOR only.

JURISDICTION

The terms and conditions stipulated in the forgoing paragraphs shall be governed in accordance with the law in force in India. Excluding Grievance Redressal Clause of the terms & conditions of this agreement, all Disputes, either civil or criminal in nature, shall be subject to the exclusive territorial jurisdiction at vandsa Court including Hon'ble High Court.

NOTICES

Any notices required or permitted by this Agreement shall be deemed given if sent by certified mail, official email, postage prepaid, return receipt requested or by recognized overnight delivery service to the registered address of the Company.

GRIEVANCES REDRESSAL

All disputes in relation to the products and services, Company's marketing plan, compensation plan, incentives etc. shall be heard and given a unique identification number which shall be addressed swiftly and Company shall put its best efforts in resolving it within 30 days from the date of receipt of the complete details in respect of the grievance. If the nature of the matter is such where it is not reasonable to resolve within the above mentioned time frame, the Company shall try to resolve it quickly to the best of its abilities and information of the same shall be given to the grieving person. Contact details and facility to communicate with Grievance Redressal Committee can be found on the Company's website

The Company may amend the Contract/compensation plan/policies from time to time. The Company agrees to notify DISTRIBUTOR about the amendments, which s/he is liable to accept. If the DISTRIBUTOR refuses to accept the amendments, then that act shall be considered as unwillingness from the DISTRIBUTOR to continue the contract and will lead to the termination of the same.

All notices to the Company shall be sent to the registered office of the Company.

If there is any modification or waiver by the Company of any breach of contract, it shall be Written and signed by an authorized officer of the company. Apologies by the Company for any violation Agreement by DISTRIBUTOR shall not be construed or construed as a waiver of any subsequent breach.

I say that I am making this agreement with the company. I will buy and distribute its products to promote specific sales. I will buy and sell the company's products and in accordance with this agreement In accordance with applicable law. I will be entitled to benefits / commission on the sale of purchased products According to the company's compensation plan.

The term "contract" means the application, the compensation plan and the distributor's plan. I will be bound to carry out my duties accordingly and if there is any breach, I will be responsible for any action / claim / law without reference to the company.

The application form is also considered in the agreement and all terms and condition shown in it are also read and understand.

If the complainant is not satisfied with the redressal, the complaint should be made to the Nodal Officer which will be resolved within the next 30 days. However, if you are not satisfied with the redressal of the Nodal Officer, the Company Board will investigate and resolve the matter within the next 15 days.

This Contract shall be governed by and construed in accordance with the laws of India and without regard to principles of conflicts of laws. The DISTRIBUTOR and the Company shall be guided by the provision of the Consumer Protection Act, 2019, Consumer Protection (E-

commerce) Rules, 2020 and Consumer Protection (Direct Selling) Rules, 2021 or any other laws or rules made thereunder.

I _____

Have read and understood all the policy of this company and filled the application form read the term and condition and fully accepted and signed.

E-visionaries marketing pvt ltd

Applicant (distributor) sign _____

Authorised

Applicant thumb _____

Sponsor name _____

ISSUE DATE

DAY:

Sponsor sign _____

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CA NO: **EVMP00**



A handwritten signature in blue ink, appearing to read "J. Patel", is written over a horizontal line.