

## **Independent Distributor Contract Agreement**

This agreement is agreed and accepted electronically & online by and between the executing parties (Hereinafter mentioned and referred to as Independent Distributor 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 Independent Distributor 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 Suiidhaaga Lifestyle Private Limited also referred to as "Suiidhaaga Lifestyle" (Registered under the Companies Act, 2013) having head office at Plot No. K-8/786, Kalinga Nagar, Near Sum Ultimate Hospital, Bhubaneswar, Khurda, Odisha – 751003, India.

And whereas the Suiidhaaga Lifestyle is engaged in "Direct Selling business" which means marketing, distribution and sale of goods or providing of services through a network of Independent Distributor 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 Independent Distributor named below along with his/her KYC particulars therein has, after being explained all the provisions of the said Suiidhaaga Lifestyle 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 Suiidhaaga Lifestyle's website [www.sdlife.in](http://www.sdlife.in), has voluntarily offered to join the business of the Suiidhaaga Lifestyle and resolved to enter into this E-contract agreement, hence this deed.

### **DEFINITION:**

#### **In this Contract**

1. **"Independent Distributor(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 Independent Distributors, 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 Independent Distributors 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 Independent Distributors agrees:
  - a. That this E-contract agreement has no provision that an Independent Distributors 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 SuiiDhaaga Lifestyle's Direct Selling business.
  - d. That it has ascertained from the Marketing Plan provided by the SuiiDhaaga Lifestyle (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 Independent Distributors 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 Independent Distributors.
3. **Cooling Off Policy:**
- a. That the SuiiDhaaga Lifestyle allows or provides to the Independent Distributors 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 Independent Distributors a cooling off period of 7 days effective from the date of signing and execution of the contract agreement by him/her while registering as Independent Distributors with us wherein the said Independent Distributors can cancel the contract agreement without resulting in any breach of contract or levy of penalty.
  - b. That if such Independent Distributors receive any form of compensation from the SuiiDhaaga Lifestyle during this Cooling Off period, they are obligated to repay the corresponding amount to the SuiiDhaaga Lifestyle. 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 SuiiDhaaga Lifestyle collects any fees, which may include training fees, franchise fees, fees for promotional materials, or any other fees, and if the Independent Distributors decide to return all goods received at the time of joining, they have the entitlement to receive those fees back from the SuiiDhaaga Lifestyle. In this scenario, the SuiiDhaaga Lifestyle bears the responsibility of reimbursing these fees. This reimbursement will be made to the Independent Distributors 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 SuiiDhaaga Lifestyle provides buyback guarantee to every Independent Distributors on the following terms:
- a. If the product is in marketable\* condition and is returned within 7 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 7 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 SuiiDhaaga Lifestyle commits to offering a warranty for the products it sells. Independent Distributors have the option to request an exchange or return of a product within 7 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 Independent Distributors should present the

original invoice, along with their identity proof and address proof, to SuiiDhaaga Lifestyle. This documentation will be required for verification purposes.

6. That the Independent Distributors herein agrees that the SuiiDhaaga Lifestyle has established a "Grievance Redressal Mechanism" for Independent Distributors to redress their grievances 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 Independent Distributors herein 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 SuiiDhaaga Lifestyle explicitly states that it does not ask, encourage, or seek any potential individuals, known as prospects or future Independent Distributors, to invest any money in any way to join its Direct Selling business. However, the Independent Distributors is responsible for covering the costs of the products they buy. It is important to note that there is no provision stating that the Independent Distributors will earn money from recruiting other participants. Instead, the compensation the Independent Distributors receives solely comes from the sales, marketing, and distribution of products. This compensation aligns with the SuiiDhaaga Lifestyle Marketing Plan outlined by the SuiiDhaaga Lifestyle. The Independent Distributors agrees to abide by the terms of this agreement in its entirety, following the guidelines and principles set by the Direct Selling entity.
9. That the SuiiDhaaga Lifestyle will provide all support to the Independent Distributors in delivery of the products through Franchisee/Pick-up centers / Available Courier/Transport or any other Logistics Service for maintaining effective support system.
10. That by accepting the offer of the Independent Distributors herein the SuiiDhaaga Lifestyle requires him/ her to do and complete the following steps. An Individual/ Firm/entity eligible to enter into a contract as per the provisions of the Indian Contract Act, 1872 and wish to become an Independent Distributors of the Direct Selling business of the SuiiDhaaga Lifestyle herein, can apply to become an Independent Distributors for marketing and selling of SuiiDhaaga Lifestyle'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 and condition of this E-contract agreement by clicking on "I AGREE" button below.
  - c. On the completion of the above process, the Independent Distributors can take a printout of this agreement.
  - d. Upon the execution of this agreement and after the verification of all the KYC documents uploaded through the above process, the applicant shall be accepted as an Independent Distributors of the SuiiDhaaga Lifestyle's business and a Unique Identification number and password shall be allotted to the applicant, to allow him / her to log on to access his/ her own personal account maintained by the Direct Selling Entity on its website.
  - e. That the Independent Distributors is required to upload the following self-attested documents within 30 days starting from the date of signing this 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 SuiiDhaaga Lifestyle upon scrutiny and verification of the Application and KYC particulars uploaded by the Independent Distributors may re-consider its decision and reject the application. The Independent Distributors acknowledges and accepts this possibility. The SuiiDhaaga Lifestyle holds 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 of address, proof of identity, and PAN as per the provisions of the Income Tax Act, 1961, as follows, duly issued by the 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 Independent Distributors 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 Independent Distributors 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 Independent Distributors 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 Independent Distributors shall market, distribute and sell the products of the SuiiDhaaga Lifestyle using word of mouth publicity, display and demonstration of the products, distribution of pamphlets, and door to door selling to consumers and prospective Independent Distributors.
  - b. That the SuiiDhaaga Lifestyle shall be exclusive owner of the name and logo of the SuiiDhaaga Lifestyle. The Independent Distributors shall not use the trademark, logotype and design anywhere without prior written permission from the SuiiDhaaga Lifestyle. This permission, if given, can be withdrawn at any time by the SuiiDhaaga Lifestyle. Violations if any, shall be termed as violation of this agreement and may result in termination of this agreement and Independent Distributorship of the Independent Distributors, penal actions under the prevailing Intellectual Property Rights (IPR) laws and Rules at the sole discretion of the entity herein to which the Independent Distributors herein agrees.
  - c. That the Independent Distributors shall not manipulate, alter, amend, add, or delete any provisions of the SuiiDhaaga Lifestyle herein SuiiDhaaga Lifestyle 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 SuiiDhaaga Lifestyle, contrary to SuiiDhaaga Lifestyle's policies, principles, instructions and prescriptions without prior written authorization and permission for the same by the SuiiDhaaga Lifestyle.

- d. That the Independent Distributors will get specified percentage /points-based (BV Points) Incentives pertaining to the sales for selling the SuiiDhaaga Lifestyle's products under this E-contract Agreement.
  - e. The SuiiDhaaga Lifestyle commits to providing the Independent Distributors with comprehensive instruction books, catalogs, and pamphlets to assist in promoting sales, marketing, and distribution. Additionally, the SuiiDhaaga Lifestyle will ensure that mandatory orientation training is provided to the Independent Distributors.
  - f. That the SuiiDhaaga Lifestyle shall issue photo identity cards to Independent Distributors. This photo identity card shall be returned by the Independent Distributors to the SuiiDhaaga Lifestyle 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 Independent Distributors (WBOs).
  - g. The identity card provided by the SuiiDhaaga Lifestyle to the Independent Distributors does not establish an employee – employer, service, or salaried relationship between the SuiiDhaaga Lifestyle and the Independent Distributors.
  - h. The Independent Distributors will not be authorized to collect any type of cash/cheque/demand draft in his own name, on behalf of the SuiiDhaaga Lifestyle. All cheques/demand draft etc. should be drawn in the name of the SuiiDhaaga Lifestyle only and the same should be deposited with the SuiiDhaaga Lifestyle's office or other offices as may be specified by the SuiiDhaaga Lifestyle, within 24 hours of the time of receipt. Independent Distributors shall hold the said cash collection/cheque/DD in trust for and on behalf of the SuiiDhaaga Lifestyle. Upon failure to deposit the said cash collection/cheque/DD, Independent Distributors shall be liable to pay damages/compensation and Mesne-profit, if any. The receipt/invoice issued by the SuiiDhaaga Lifestyle only would be valid documentary evidence in the hand of the consumer. It means Independent Distributors would not be authorized to issue any receipt/invoice on behalf of the SuiiDhaaga Lifestyle.
  - i. That the SuiiDhaaga Lifestyle 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 an Independent Distributor is not authorized to sell any product of the SuiiDhaaga Lifestyle herein one-commerce platform/marketplace, without prior written consent, permission, or authorization of the entity herein. The Independent Distributors 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.
15. **Sales Incentives/Commission Structure or other Benefit:** The Independent Distributors 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 Independent Distributors and his/her team or network of Independent Distributors, as per the SuiiDhaaga Lifestyle Marketing Plan of the entity herein, annexed herewith but not being reproduced here for the sake of brevity.
  - b. Independent Distributors has the authorization to market, sell, and distribute products offered by the SuiiDhaaga Lifestyle 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 SuiiDhaaga Lifestyle's website by using his/her Unique ID and Password allotted to him/her by the SuiiDhaaga Lifestyle.
  - d. That the SuiiDhaaga Lifestyle 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 SuiiDhaaga Lifestyle to change its Marketing plan. The decision of the SuiiDhaaga Lifestyle 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 Independent Distributors. However, if any Independent Distributors disagrees with and does not wish to be bound by these changes, they have the option to terminate this agreement within 30 days of such notification. To do so, the Independent Distributors must provide a written notice expressing their objections to the SuiiDhaaga Lifestyle. If an Independent Distributors 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 SuiiDhaaga Lifestyle does not guarantee/assure / promise or offer any facilitation fees or any amount or quantum of income whatsoever to the Independent Distributors on account of becoming an Independent Distributor of the SuiiDhaaga Lifestyle.
  - h. That Sales Incentives to the Independent Distributors shall be subject to all statutory deductions as applicable like TDS etc.
  - i. That Sales Incentive accrued and paid to the Independent Distributors is inclusive of all taxes.
16. That the SuiiDhaaga Lifestyle shall provide accurate and complete information to prospective and existing Independent Distributors concerning the reasonable amount of earning opportunity and related rights and obligations.
17. That SuiiDhaaga Lifestyle does not require an Independent Distributor to maintain an office or establishment in furtherance of his/her entrepreneurship and if an Independent Distributor does so then he / she himself/herself will be responsible to bear such expenses and the SuiiDhaaga Lifestyle will in no way be responsible to refund or reimburse the same.
18. That Independent Distributors agrees with the SuiiDhaaga Lifestyle that he / she will solely focus on Selling products offered by the SuiiDhaaga Lifestyle 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 Independent Distributors in all his/her transactions and correspondence with the SuiiDhaaga Lifestyle. 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. Independent Distributors 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 Independent Distributors shall be faithful to the SuiiDhaaga Lifestyle and shall uphold the integrity and decorum to the SuiiDhaaga Lifestyle and shall maintain good relations with another Independent Distributors also.
21. The Independent Distributors is required to adhere to the policies, procedures, rules, and regulations established by the SuiiDhaaga Lifestyle. 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 Independent Distributors 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 4(43), and (47) of the Consumer Protection Act, 2019. In the event that the Independent Distributors (WBOs) does engage in such activities, they will bear full responsibility for the consequences and outcomes thereof.

22. The Independent Distributors has a responsibility to present, display, explain the SuiiDhaaga Lifestyle Marketing Plan to potential prospects exactly as they received it from the SuiiDhaaga Lifestyle. If the Direct Selling entity observes that the Independent Distributors is functioning in a manner that goes against the stipulated guidelines or authorization of the SuiiDhaaga Lifestyle, the entity holds the exclusive authority to either terminate the Independent Distributor's involvement or restrict their participation in the business, regardless of whether a show cause is provided or not.
23. The SuiiDhaaga Lifestyle holds the authority to make changes to the terms & conditions, products, SuiiDhaaga Lifestyle 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 Independent Distributors starting from the date of the respective notice.
24. That the Independent Distributors 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 Independent Distributors is prohibited from mentioning / posting / telecasting any inappropriate or defaming content about the SuiiDhaaga Lifestyle, 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 SuiiDhaaga Lifestyle reserves rights to initiate appropriate legal action against him / her.
26. That only one Independent Distributorship code shall be issued on one PAN Card.
27. That the Independent Distributors hereby undertakes not to compel or induce or mislead any person with any false statement / promise to purchase products from the SuiiDhaaga Lifestyle or to become Independent Distributors.
28. All statutory changes will be in force with immediate effect or as per the law prescribed.
29. The Independent Distributors agrees and grants authorization to the SuiiDhaaga Lifestyle 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 Independent Distributors sells. Additionally, the SuiiDhaaga Lifestyle is obligated to provide guidance to the Independent Distributors to uphold the best practices that safeguard consumer interests. This guidance should be provided within the legal and ethical boundaries. If an Independent Distributors chooses to operate outside the established policies and guidance of the SuiiDhaaga Lifestyle, 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 Independent Distributors 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 Independent Distributors promptly informs the SuiiDhaaga Lifestyle 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 Independent Distributors 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 Independent Distributors understands that his / her right to sell the products and receiving incentives with respect of his/her activities as an Independent Distributors will cease immediately. SuiiDhaaga Lifestyle reserves the right to terminate this E-contract agreement if any condition(s) of this E-Contract Agreement are violated by an Independent Distributor.
33. **Limitation of Action:** If an Independent Distributor wishes to bring any grievance to the notice of the SuiiDhaaga Lifestyle 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 Independent Distributor agrees to protect, defend, indemnify, and hold harmless SuiiDhaaga Lifestyle 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 Independent Distributor 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 Independent Distributor,
  - c. Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the Independent Distributor; 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 Independent Distributor 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 SuiiDhaaga Lifestyle for any purpose. The Independent Distributor has no explicit or implicit authorization or authority to take on obligations on behalf of the SuiiDhaaga Lifestyle or to act in any way that would legally bind the entity. If an Independent Distributor 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 SuiiDhaaga Lifestyle holds no liability towards the Independent Distributor 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 SuiiDhaaga Lifestyle 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, SuiiDhaaga Lifestyle shall not be responsible for any damage or loss caused or arisen out of aforesaid action.



- b. If the Independent Distributors breaches any of the terms outlined in this agreement, which they have previously accepted, the SuiiDhaaga Lifestyle 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 Independent Distributor to provide a written explanation for their actions. If the explanation is not provided or is deemed inadequate based on standard business norms, the SuiiDhaaga Lifestyle holds the authority to suspend, block or terminate the Independent Distributor's participation in the business. Consequently, the Independent Distributor's commissions will be discontinued.
  - c. That the Independent Distributor may terminate this agreement at any time by giving a written notice of 30 days to the SuiiDhaaga Lifestyle at the head office of the SuiiDhaaga Lifestyle.
- 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 Independent Distributor shall not represent the SuiiDhaaga Lifestyle in any of its dealings.
  - b. The Independent Distributor shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the SuiiDhaaga Lifestyle is still having Direct Selling agreement with the Independent Distributor.
  - c. The Independent Distributor shall stop using the SuiiDhaaga Lifestyle's name, trademark, logo, etc., in any audio or visual form.
  - d. All obligations and liabilities of such Independent Distributor to the SuiiDhaaga Lifestyle existing on the date having accrued during the validity of this Agreement will have to be fulfilled, met, and satisfied by the Independent Distributor 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 Independent Distributor 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 entity herein and forming part of this contract agreement;
  - b. Thereafter, the dispute if any shall be referred to National Consumer Helpline or State consumer Helpline for effective Mediation;
  - c. Disputes if any shall be resolved in accordance with the provisions of the India Arbitration and Reconciliation Act and mediation provisions of Consumer Protection Act, 2019

OR

  - d. Referred to a legal forum dealing with consumer disputes having jurisdiction in the District of Bhubaneswar (Odisha, India).
- 41. **Force- Majeure:** That if at any time, during the continuance of this agreement, the performance in whole or in part, by the SuiiDhaaga Lifestyle, 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 Independent Distributor hereby agrees as under:**

- a. That he/she has clearly understood the terms and conditions, as well as the Marketing Plan of the SuiiDhaaga Lifestyle, 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 SuiiDhaaga Lifestyle 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 SuiiDhaaga Lifestyle Marketing Plan accessible on the company website. The Independent Distributor 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 SuiiDhaaga Lifestyle is accurate and truthful. The SuiiDhaaga Lifestyle holds the sole right and freedom to take appropriate action against him / her if it is discovered that the information furnished to the SuiiDhaaga Lifestyle 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 an Independent Distributor 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 an Independent Distributor 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 an Independent Distributor 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 an Independent Distributor.

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
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Name: \_\_\_\_\_ Bank A/C No.: \_\_\_\_\_  
S/O Shri.: \_\_\_\_\_ IFSC Code: \_\_\_\_\_  
Resident of: \_\_\_\_\_  
\_\_\_\_\_  
Pin Code: \_\_\_\_\_  
State: \_\_\_\_\_  
Pan No.: \_\_\_\_\_  
Aadhar No.: \_\_\_\_\_  
Name of the Bank & Branch: \_\_\_\_\_

AGREE & ACCEPT

NODAL OFFICER

M/S: \_\_\_\_\_  
Address: \_\_\_\_\_  
Mob no.: \_\_\_\_\_  
E mail: \_\_\_\_\_

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