



# VADIC NETWORK PRIVATE LIMITED

Plot No 43 Shiv T P Nagar Ambala City Ambala Haryana 134007 India  
CIN: U52339HR2020PTC084931, CONTACT NO: +91-7015643886,  
E-Mail: vadiccustomer@care@gmail.com, WEBSITE: <http://www.vadicindia.com>

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## Contract with Direct Sellers/ Distributors

### AGREEMENT

This agreement is signed on the .....by and between **Vadic Network Private Limited**, company registered under the Companies Act, 2013 having its registered office situated at PLOT NO. 43, SHIV T P NAGAR AMBALA CITY Ambala HR-134007 acting through its **Director Mr. Mukesh** (Herein after referred as "Company" which expression shall, unless repugnant to the context, include its successors in business, administrations, liquidators and assigns or legal representative) of the **FIRST PARTY**

**AND**

Shri/Smt.....aged.....years,  
S/o. D/o W/o  
.....  
.....house,  
.....post,.....street,.....  
...,Tehsil..... District..... State  
.....the (hereinafter called as Direct Seller which expression shall include my/our heirs, executors and administrators' estates assigns and effects wherein the context so admits or requires) of the **SECOND PARTY**

### **Definitions:**

The following terms shall have the meanings set forth below:

1. "**Act/Rules**" means the Consumer Protection Act, 2019 and Consumer Protection (Direct Selling) Rules, 2021.
2. "**Advertisement**" means any audio or visual publicity, representation, endorsement or pronouncement made by means of light, sound, smoke, gas, print, electronic media, internet or website and includes any notice, circular, label, wrapper, invoice or such other documents;
3. "**Consumer**" means any person who -
  - (i) buys any goods for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any user of such goods other than the person who buys such goods for consideration paid or promised or partly paid or partly



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promised, or under any system of deferred payment, when such use is made with the approval of such person, but does not include a person who obtains such goods for resale or for any commercial purpose; or

- (ii) hires or avails of any service for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any beneficiary of such service other than the person who hires or avails of the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first mentioned person, but does not include a person who avails of such service for any commercial purpose.

Explanation: —For the purposes of this clause, —

(a) The expression "commercial purpose" does not include use by a person of goods bought and used by him exclusively for the purpose of earning his livelihood, by means of self-employment; (b) the expressions "buys any goods" and "hires or avails any services" includes offline or online transactions through electronic means or by teleshopping or direct selling or multi-level marketing

4. "**Person**" includes— (i) an individual; (ii) a firm whether registered or not; (iii) a Hindu undivided family; (iv) a co-operative society; (v) an association of persons whether registered under the Societies Registration Act, 1860 or not; (vi) any corporation, company or a body of individuals whether incorporated or not; (vii) any artificial juridical person, not falling within any of the preceding sub-clauses.

5. "**Prospect**" means a person to whom an offer or a proposal is made by the Direct Seller to join a Direct Selling opportunity;

6. "**Direct Seller**" 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.

Explanation: The written contract includes e-contract or digital contracts and the same shall be governed as per the provision of the Information Technology, 2000.

7. "**Network of Direct Selling**", means a network of Direct Sellers at different levels of distribution, who may recruit or introduce or sponsor further levels of Direct Sellers, who they can support.



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Explanation: “**Network of direct selling**” shall mean any system of distribution or marketing adopted by a direct selling entity to undertake direct selling business and shall include the multi-level marketing method of distribution.

8. “**Company**” means the principal Direct selling entity which sells or offers to sell goods or services through direct sellers, but does not include an entity which is engaged in the Pyramid Scheme or money circulation Scheme.

9. “**Direct selling**” means marketing, distribution and sale of goods or provision of services through a network of sellers, other than through a permanent retail location;

10. “**Goods**” means every kind of movable property and includes “food” as defined in clause (j) of sub-section (1) of section 3 of the Food Safety and Standards Act, 2006;

11. “**Saleable**” shall mean, with respect to goods and / or services, unopened, unused, marketable, which has not expired, and which is not seasonal, discontinued or special promotion goods and / or services.

12. “**Cooling off period**” means a period of time given to a participant to cancel the agreement he has entered into for participating in the direct selling business without resulting in any breach of contract or levy of penalty;

13. “**Product**” means any article or goods or substance or raw material or any extended cycle of such product, which may be in gaseous, liquid, or solid state possessing intrinsic value which is capable of delivery either as wholly assembled or as a component part and is produced for introduction to trade or commerce, but does not include human tissues, blood, blood products and organs;

14. “**Pyramid Scheme**” means a multi layered network of subscribers to a scheme formed by subscribers enrolling one or more subscribers in order to receive any benefit, directly or indirectly, as a result of enrolment or action or performance of additional subscribers to the scheme, in which the subscribers enrolling further subscribers occupy a higher position and the enrolled subscribers a lower



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position, resulting in a multi-layered network of subscribers with successive enrolments

15. "**Mis-selling**" means selling a product or service by misrepresenting in order to successfully complete a sale and includes providing consumers with misleading information about a product or service or omitting key information about a product or providing information that makes the product appear to be something it is not.
16. "**Saleable**", in relation to goods or services, means unused and marketable goods or services which have not expired, and which are not seasonal, discontinued or used for special promotion
17. "**Sensitive personal data**" means the sensitive data or information as specified from time to time under section 43A of the Information Technology Act, 2000 (21 of 2000)
18. "**Unfair trade practice**" means a trade practice which, for the purpose of promoting the sale, use or supply of any goods or for the provision of any service, adopts any unfair method or unfair or deceptive practice including any of the following practices, namely:— (i) making any statement, whether orally or in writing or by visible representation including by means of electronic record, which— (a) falsely represents that the goods are of a particular standard, quality, quantity, grade, composition, style or model; (b) falsely represents that the services are of a particular standard, quality or grade; (c) falsely represents any re-built, second-hand, renovated, reconditioned or old goods as new goods; (d) represents that the goods or services have sponsorship, approval, performance, characteristics, accessories, uses or benefits which such goods or services do not have; (e) represents that the seller or the supplier has a sponsorship or approval or affiliation which such seller or supplier does not have; (f) makes a false or misleading representation concerning the need for, or the usefulness of, any goods or services; (g) gives to the public any warranty or guarantee of the performance, efficacy or length of life of a product or of any goods that is not based on an adequate or proper test thereof: Provided that where a defence is raised to the effect that such warranty or guarantee is based on adequate or proper test, the burden of proof of such defence shall lie on the person raising such defence; (h) makes to the public a representation in a form that purports to be— (A) a warranty or guarantee of a product or of any goods or services; or (B)



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a promise to replace, maintain or repair an article or any part thereof or to repeat or continue a service until it has achieved a specified result, if such purported warranty or guarantee or promise is materially misleading or if there is no reasonable prospect that such warranty, guarantee or promise will be carried out; (i) materially misleads the public concerning the price at which a product or like products or goods or services, have been or are, ordinarily sold or provided, and, for this purpose, a representation as to price shall be deemed to refer to the price at which the product or goods or services has or have been sold by sellers or provided by suppliers generally in the relevant market unless it is clearly specified to be the price at which the product has been sold or services have been provided by the person by whom or on whose behalf the representation is made; (j) gives false or misleading facts disparaging the goods, services or trade of another person. Explanation.—For the purposes of this sub-clause, a statement that is,— (A) expressed on an article offered or displayed for sale, or on its wrapper or container; or (B) expressed on anything attached to, inserted in, or accompanying, an article offered or displayed for sale, or on anything on which the article is mounted for display or sale; or (C) contained in or on anything that is sold, sent, delivered, transmitted or in any other manner whatsoever made available to a member of the public, shall be deemed to be a statement made to the public by, and only by, the person who had caused the statement to be so expressed, made or contained; (ii) permitting the publication of any advertisement, whether in any newspaper or otherwise, including by way of electronic record, for the sale or supply at a bargain price of goods or services that are not intended to be offered for sale or supply at the bargain price, or for a period that is, and in quantities that are, reasonable, having regard to the nature of the market in which the business is carried on, the nature and size of business, and the nature of the advertisement. Explanation.—For the purpose of this sub-clause, "bargain price" means,— (A) a price that is stated in any advertisement to be a bargain price, by reference to an ordinary price or otherwise; or (B) a price that a person who reads, hears or sees the advertisement, would reasonably understand to be a bargain price having regard to the prices at which the product advertised or like products are ordinarily sold; (iii) permitting— (a) the offering of gifts, prizes or other items with the intention of not providing them as offered or creating impression that something is being given or offered free of charge when it is fully or partly covered by the amount charged, in the transaction as a whole; (b) the conduct of any contest, lottery, game of chance or skill, for the purpose of promoting, directly or indirectly, the sale, use or supply of any product or any business interest, except such contest, lottery, game of chance or skill as may be prescribed; (c) withholding from the participants of any scheme offering gifts, prizes or other items free of charge on its closure, the information



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about final results of the scheme. Explanation.—For the purpose of this sub-clause, the participants of a scheme shall be deemed to have been informed of the final results of the scheme where such results are within a reasonable time published, prominently in the same newspaper in which the scheme was originally advertised; (iv) permitting the sale or supply of goods intended to be used, or are of a kind likely to be used by consumers, knowing or having reason to believe that the goods do not comply with the standards prescribed by the competent authority relating to performance, composition, contents, design, constructions, finishing or packaging as are necessary to prevent or reduce the risk of injury to the person using the goods; (v) permitting the hoarding or destruction of goods, or refusal to sell the goods or to make them available for sale or to provide any service, if such hoarding or destruction or refusal raises or tends to raise or is intended to raise, the cost of those or other similar goods or services; (vi) manufacturing of spurious goods or offering such goods for sale or adopting deceptive practices in the provision of services; (vii) not issuing bill or cash memo or receipt for the goods sold or services rendered in such manner as may be prescribed; (viii) refusing, after selling goods or rendering services, to take back or withdraw defective goods or to withdraw or discontinue deficient services and to refund the consideration thereof, if paid, within the period stipulated in the bill or cash memo or receipt or in the absence of such stipulation, within a period of thirty days; (ix) disclosing to other person any personal information given in confidence by the consumer unless such disclosure is made in accordance with the provisions of any law for the time being in force.

19. "**Spurious goods**" means such goods which are falsely claimed to be genuine;

20. "**Remuneration System**" means the system followed by the Company to compensate the Direct Seller which illustrates the mode of sharing of incentives, profits and commission, including financial and non-financial benefits, paid by the Company to the Direct Sellers, on a monthly or periodic or yearly basis or both, as the case may be.

**This Remuneration System:**

- a) Have no provision that a Direct Seller will receive remuneration from the recruitment to participate in such direct selling;
- b) Direct Sellers shall receive remuneration derived from the sale of goods or services;
- c) Clearly disclose the method of calculation of remuneration.



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21. **'State'** includes a Union territory.

22. **"Authorised Support Centre/ Franchisee/ Super store/ Sales Point/ Sales Depot"** means point for the pick-up and the delivery which has been maintained for effective delivery system in relation to the goods/products offered by the Company.

23. **"Incentive for sales"** Means amount of any type of remuneration like commission, Bonus, Gifts, profits, Incentives etc. including financial and non-financial benefit payable to the Direct Seller related to their respective sales volume as per the company's marketing plan for its or tie-up goods /products for effecting sale of goods /products as stipulated in the contract between the Direct Seller and Company on a monthly or periodic or yearly basis or both the case may be. But amount of remuneration from the recruitment to participate in such direct selling shall not be the part of the sales incentive.

Such type of sales incentive shall be part of Remuneration system

24. **Agreement** means agreement as per Indian contract Act, 1872 and the 'written contract' or 'Agreement' includes e-contract or digital contracts and the same shall be governed as per the provision of the Information Technology Act, 2000.

25. **"Affixing Digital Signature"** with its grammatical variations and cognate expressions means adoption of the any methodology or procedure by a person for the purpose of authenticating an electronic record by means of digital signature.

26. **Unique ID** Means unique identification number issued by the Company to the direct seller for acceptance of his/her application by the direct selling of the Goods/products of the Company.

27. **Password** means unique code allotted to each Direct Seller to allow them to log in over the website of the Company.

28. **Website** means official website of the Company which refers to <https://www.vadicindia.com/>.





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**29. Grievance** means any complaints to an e-commerce entity regarding violation of the provision of the Consumer protection act, 2019 and the rules made there under.

**30. Confidential Information** shall mean any and all information uploaded on the website of the Company and disclosed to in writing or orally, or otherwise acquired or identified or observed by the Second Party from the First Party and its affiliated companies, relating to the business of the First Party including, and includes all non-public information or material disclosed or provided by first party to the second, either orally or in writing, or any other source, concerning any aspect of the business or affairs of the first party including without limitation, any information or material pertaining to products, formulae, specifications, designs, processes, plans, policies, procedures, employees, work conditions, legal and regulatory affairs, assets, inventory, discoveries, trademarks, patents, manufacturing, packaging, distribution, sales, marketing, expenses, financial statements and data, customer and supplier lists, raw materials, costs of goods and relationships with third parties. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by the recipient party which contain, reflect or are based, in whole or in part, on the Confidential Information.

### **1. Appointment of the Direct Seller**

The company appoints, as of the Effective Date, the individual(s) identified in the above agreement, or if applicable, the Business Entity listed therein, as a Direct Seller of **Vadic Network Private Limited**, and the Applicant(s) agree(s) to such appointment. as of the Effective Date and upon receipt of ordering information and completion of any required formalities, the Direct Seller may, on a non-exclusive basis, within the Territory as may be communicated by **Company** and otherwise in accordance with the Direct Seller Agreement, purchase and sale of Products from **Company** in order to sell, distribute for personal use and market the same.

### **2. Period for Cooling Off:**

**Vadic Network Private Limited** allows the Direct Seller 30 days cooling-off period in which Direct Seller can cancel participation and receive a refund for goods or services purchased, after returning back the products/service in saleable conditions to **Company**.

The Direct Seller shall be eligible for refund for goods purchased as per Company Policies and Procedures, issued in this behalf and which are available on Website.





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### **3. Coverage of work performed by direct seller**

That through this contract the Direct seller shall be authorized to market, sell and distribution of the company's product directly or through the network of Direct seller being sales team to the end user consumer, on principal to principal basis by using word of mouth publicity, display and/or demonstration of the goods/products, and/or distribution of pamphlets, door to door to customers and other related methods as per the Business plan of the company within the purview of the consumer protection Act, 2019 and Consumer protection (Direct selling) Rules, 2021.

The direct seller needs to provide an order form to the consumer at or prior at the time of the initial sales and possess valid identity card issued to them by the Company.

### **4. Obligations performed by Direct Seller:**

Every direct seller shall-

- I. Have a prior written contract with the Company for the sale of services of the Company and ensure to have identity card before visiting any customer premises.
- II. Provide only verified identities and proof of address only for own physical address.
- III. The direct seller at the initiation of the sale representation, truthfully and clearly identify themselves, disclose the identity of Company, the nature of the goods or services sold and the purpose of the solicitation to the prospect.
- IV. Direct seller shall at the initiation of any sale representation, truthfully and clearly identify himself, disclose the identity of the Company, the address of place of business, the nature of goods or services sold and the purpose of such solicitation to the prospect;
- V. Direct seller shall make an offer to the prospect providing accurate and complete information, demonstration of goods and services, prices, credit terms, terms of payment, return, exchange, refund policy, return policy, terms of guarantee and after-sale service;
- VI. Direct seller shall provide an order form to the consumer at or prior to the time of the initial sale, which shall identify the Company and the direct seller and shall contain the name, address, registration number



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or enrolment number, identity proof and contact number of the direct seller, complete description of the goods or services to be supplied, the country of origin of the goods, the order date, the total amount to be paid by the consumer, the time and place for inspection of the sample and delivery of goods, consumer's rights to cancel the order or to return the product in saleable condition and avail full refund on sums paid and complete details regarding the complaint redressal mechanism of the Company;

- VII. Direct seller shall obtain goods and service tax registration, Permanent Account Number registration, all applicable trade registrations and licenses and comply with the requirements of applicable laws, rules and regulations for sale of a product;
- VIII. Direct seller shall ensure that actual product delivered to the buyer matches with the description of the product given;
- IX. Direct seller shall take appropriate steps to ensure the protection of all sensitive personal information provided by the consumer in accordance 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.
- X. Direct seller shall not visit a consumer's premises without identity card and prior appointment or approval;
- XI. Direct seller shall not provide any literature to a prospect, which has not been approved by the Company;
- XII. Direct seller shall not require a prospect to purchase any literature or sales demonstration equipment;
- XIII. Direct seller shall not in pursuance of a sale, make any claim that is not consistent with claims authorized by the Company.
- XIV. The Direct seller shall keep proper book of accounts stating the details in respect of the goods sold by him/ her, in such form as per applicable law.
- XV. The direct seller shall not:



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- (a) Use misleading, deceptive and /or unfair trade practice s.
  - (b) Use misleading, false, deceptive and/or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of direct selling to any prospective direct seller in their interaction with prospective direct sellers.
  - (c) Make any factual representation to prospective direct sellers that cannot be verified or make any promise that cannot be fulfilled.
  - (d) Present any advantages of direct selling to any prospective direct seller in a false and/ or a deceptive manner.
  - (e) Engage or cause or permit to be made any representation relating to the direct selling operation including remuneration system and agreement between the Company and the direct seller, or the goods or misleading.
  - (f) Require or encourage direct sellers recruited by the first mentioned direct seller to purchase goods and/or services in unreasonably large amounts.
  - (g) Provide any literature and/ or training entity, to a prospective and/ or existing direct seller both within and outside the parent Company.
  - (h) Require prospective or existing direct seller to purchase any literature or training material or sales demonstration equipments.
- XVI. The company shall provide monetary and non-monetary sales benefit/incentive including GST.
- XVII. The Direct seller shall not create any cross line in the sales Network of the company.
- XVIII. The Direct seller shall not create any rumours about the company or its products or hit the reputation of the company within or outside the premises of the company.
- XIX. That the company is also involved in the manufacturing and sale of the food products hence the Direct seller being a Distributor of the company's food products, shall be registered or licensed under the FOOD SAFETY AND STANDARDS ACT, 2006 and FOOD SAFETY AND STANDARDS (LICENSING AND REGISTRATION OF FOOD BUSINESS) REGULATION, 2011 as Food Business Operator.
- XX. Direct seller shall be responsible for goods and services offered by him/her conform to applicable laws in India.
- XXI. Direct selling shall communicate to the Consumer/ or downline Direct seller during the sales, regarding following information on its website as



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- (a) Registered name of the Company;
- (b) registered address of the Company and of its branches;
- (c) Contact details, including e-mail address, fax, land line and mobile numbers of its customer care and grievance redressal officers;
- (d) A ticket number for each complaint lodged through which the complainant can track the status of the complaint;
- (e) information relating to return, refund, exchange, warranty and guarantee, delivery and shipment, grievance redressal mechanism and such other information which may be required by the consumers to make informed decisions;
- (f) information on available payment methods, the security of those payment methods, the fees or charges payable by users, the procedure to cancel regular payments under those methods, charge-back options, if any, and the contact information of the relevant payment service provider;
- (g) total price of any goods or service in single figure, along with its break-up price showing all compulsory and voluntary charges, including delivery charges, postage and handling charges, conveyance charges and the applicable tax;
- (h) provide correct and complete information at pre-purchase stage to enable buyers to make informed purchase decisions, and such information shall, in addition to the mandatory declarations to be provided under the Legal Metrology (Packaged Commodities) Rules, 2011, contain the following information, namely: --
  - (i) The name of purchaser and seller;
  - (ii) Description of goods or services;
  - (iii) Quantity of goods or services;
  - (iv) The estimated delivery date of goods or services;
  - (v) The process of refund;
  - (vi) Warranty of the goods;
  - (vii) Exchange or replacement of goods in case of it being defective;
  - (viii) All contractual information required to be disclosed by or under any law for the time being in force.

XXII. Direct seller shall not adopt any unfair trade practice in the course of its business or otherwise and shall abide by the requirements specified in any law for the time being in force.

XXIII. Direct seller shall take appropriate steps to ensure protection of confidential/personal/sensitive data provided by a consumer and also



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ensure adequate safeguards to prevent access or misuse of such data by any unauthorized person.

- XXIV. Direct seller shall not provide any confidential/personal/sensitive data provided by a consumer/Downline Direct seller to any other person without written permission of the company.
- XXV. Direct seller shall explain the mechanism of Grievance redressal to resolve the complaints on the occasion of grievance /complaint/query/suggestion/issue arises by any consumer, Direct seller, general public or any other person at any point of the time.
- XXVI. Direct shall not publish/circulate/communicate any advertisement in any manner without ensuring that the advertisements for marketing of goods or services are consistent with the actual characteristics, access and usage conditions of such goods or services and prior permission from the company shall be required before such publication/circulation/communication of the advertisement.
- XXVII. Direct seller shall be bound with the all provisions of the Consumer protection (Direct selling) Rules 2021 and be ensure of fulfilment of all the compliances with these rules.
- XXVIII. Direct seller shall be liable to provide undertaking from time to time or whenever the company required regarding compliance with Consumer protection (Direct selling) Rules 2021. Further, the company shall have power to investigate/inquire of the Direct selling practices adopted by the Direct seller without intimation or prior consent.

### 5. **Obligation of Direct Seller Entity/ Company towards the direct Seller**

- a) Direct seller entity ensure that all its direct sellers have verified identities and physical addresses and issue identity cards and documents only to such direct sellers.
- b) Every direct selling entity shall maintain a record of all its direct sellers, including their identity proof, address proof, e-mail and such other contact information
- c) Direct seller entity shall maintain proper register of all direct sellers associated with the company.
- d) Direct seller entity creates adequate safeguards to ensure that goods and services offered by its direct sellers conform to applicable laws.
- e) The company shall establish an adequate grievance redressal mechanism in accordance to the Direct selling Rules and appoint one Nodal officer for smooth



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compliance of the Direct selling Rules in the interest of the consumer and Direct seller.

- f) Every direct selling entity shall establish a mechanism for filing of complaints by consumers through its offices or branches or direct sellers, either in person or through post, telephone, e-mail or website.
- g) Every direct selling entity shall maintain a record of relevant information allowing for the identification of all direct sellers who have been delisted by the direct selling entity and such list shall be publicly shared on its website.
- h) No direct selling entity shall adopt any unfair trade practice in the course of its business or otherwise, and shall abide by the requirements specified in any law for the time being in force.
- i) Every direct selling entity shall ensure that the advertisements for marketing of goods or services are consistent with the actual characteristics, access and usage conditions of such goods or services.
- j) Direct selling entity shall monitor the practices adopted by its direct sellers and ensure compliance with these rules by means of legally binding contract with such direct sellers.
- k) Every direct selling entity shall ensure that the advertisements for marketing of goods or services are consistent with the actual characteristics, access and usage conditions of such goods or services.
- l) No direct selling entity shall, directly or indirectly, falsely represent itself as a consumer and post reviews about its goods or services or misrepresent the quality or features of any of its goods or services.
- m) That the company is hereby agreed to maintain proper and updated website with all relevant details of the company, contact information, details of its nodal officer, grievance redressal officer, its management, product, product information, product quality certificate, price, complete income plan, terms of contract with direct seller and complaint redressal mechanism for direct sellers
- n) Company shall provide the following information at pre-purchase stage to enable by informed purchase decision-
  - The name of purchaser and seller
  - description of goods or services
  - quantity of goods or services
  - warranty of the goods
  - the process of refund, exchange or replacement of goods in case of it being defective
- o.) That the company shall maintain a record of relevant information allowing for the identification of all direct sellers who have been delisted by the company and such list shall be publicly shared on its website. Further such Delisted Direct



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CIN: U52339HR2020PTC084931, CONTACT NO: +91-7015643886,  
E-Mail: vadiccustomer@care@gmail.com, WEBSITE: <http://www.vadicindia.com>

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seller shall not be part of the company in any manner and the company shall not be responsible for any of the dealing/transaction with such Delisted Direct seller by anyone.

p.) That the Company needs to make sure that the right of return offered by the entity shall be in writing

### **6. Duties for both the Company and the Direct Seller**

1. Company and the direct seller shall ensure that-

- (a) the terms of the offer are clear, so as to enable the consumer to know the exact nature of offer being made and the commitment involved in placing any order;
- (b) the presentations and other representations used in direct selling shall not contain any product description, claim, illustration or other element which, directly or by implication, is likely to mislead the consumer;
- (c) the explanation and demonstration of the goods or services offered are accurate and complete, particularly with regard to price and, if applicable, to credit conditions, terms of payment, cooling-off periods or right to return, terms of guarantee, after-sales service and delivery;
- (d) The descriptions, claims, illustrations or other elements relating to verifiable facts are capable of substantiation;
- (e) Any misleading, deceptive or unfair trade practices are not used;
- (f) Direct selling is not represented to the consumer as being a form of market research;
- (g) The promotional literature, advertisement or mail contain the name and address or telephone number of the direct selling company, and include the mobile number of the direct seller;
- (h) direct selling shall not state or imply that a guarantee, warranty or other expression having substantially the same meaning, offers to the consumer any rights in addition to those provided by law, when it does not;
- (i) the terms of any guarantee or warranty, including the name and address of the guarantor, shall be easily available to the consumer and limitations on consumer rights or remedies, where permitted by law, shall be clear and conspicuous;
- (j) The remedial action open to the consumer shall be clearly set out in the order form or other accompanying literature provided with the goods or service;
- (k) Direct seller and company shall not provide any the presentation of the offer does not contain or refer to any testimonial, endorsement or supportive documentation unless it is genuine, verifiable and relevant;





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(l) Whereas the company is not providing after sale service, if any such after-sales services exist or offer than company and Direct seller shall provide to the consumer about all details of the service and guarantee or stated elsewhere in the offer and if the consumer accepts the offer, information shall be given on how the consumer can activate the service and communicate with the service agent;

(m) Direct seller and company shall ensure that products, including, where applicable, samples, are suitably packaged for delivery to the consumer and for possible return, in compliance with the appropriate health and safety standards;

(n) Direct seller and company shall, unless otherwise stipulated in the offer, orders shall be fulfilled within the delivery date proposed to the consumer at the time of purchase and the consumer shall be informed of any undue delay as soon as it becomes apparent or comes within the knowledge of the Company or the concerned direct seller;

In cases of delay under clause (n), any request for cancellation of the order by the consumer shall be granted as per company's cancellation policy, irrespective of whether the consumer has been informed of the delay, and the deposit, if any, shall be refunded as per the company's cancellation policy terms proposed to the consumer at the time of purchase, and if it is not possible to prevent delivery, the consumer shall be informed of the right to return the product at the direct selling company's or the direct seller's cost as per the Company's return Policy for return of the goods proposed to the consumer at the time of purchase;

(o) Right of return policy shall provide by the company and Direct seller in writing and it also mentioned on the website of the company.

(p) Company and Direct seller, whether payment for the offer is on an immediate sale or instalment basis, the price and terms of payment, shall be clearly stated in the offer together with the nature of any additional charges such as postage, handling and taxes and, whenever possible, the amounts of such charges through the website/online or physical manner. Further in the case of sales by instalment, the credit terms, including the amount of any deposit or payment on account, the number, amount and periodicity of such instalments and the total price compared with the immediate selling price, if any, shall be clearly shown in the offer;

(q) Direct seller and company shall provide each information needed by the consumer to understand the cost, interest and terms of any other form of credit, either in the offer or when the credit is offered;



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(r) Direct seller and company, unless the duration of the offer and the price are clearly stated in the offer, shall maintain prices for a reasonable period of time;

(s) The payment policy is available to the procedure for payment but the company does not offer sale on credit basis and it would be in writing before any contract is signed and it shall be such as to avoid undue inconvenience to the consumer, making due allowance for delays outside the consumer's control;

(t) Direct seller and company shall follow the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the rules framed there under.

### 2. A Company or direct seller shall not--

(a) indulge in fraudulent activities or sales and shall take reasonable steps to ensure that participants do not indulge in false or misleading representations or any other form of fraud, coercion, harassment, or unconscionable or unlawful means;

(b) Engage in, or cause or permit, any conduct that is misleading or likely to mislead with regard to any material particulars relating to its direct selling business, or to the goods or services being sold by itself or by the direct seller;

(c) Indulge in mis-selling of products or services to consumers;

(d) Use, or cause or permit to be used, any fraudulent, coercive, unconscionable or unlawful means, or cause harassment, for promoting its direct selling business, or for sale of its goods or services;

(e) Refuse to take back spurious goods or deficient services and refund the consideration paid for goods and services provided;

(f) Charge any entry fee or subscription fee.

### 3. A Company and a direct seller shall comply with the requirements of all relevant laws, including payment of taxes and deductions there under.

### 4. A Company and a direct seller shall not induce consumers to make a purchase based upon the representation that they can reduce or recover the price by referring prospective customers to the direct sellers for similar purchases.



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### 7. **Sale through E-commerce platforms:**

Any sale or offers for sale, on an e-commerce platform/online, of any product or service of **Vadic Network Private Limited** is strictly prohibited and **Vadic Network Private Limited** reserves right to penalize/ terminate the Direct Seller agreement or take any other action as may be deemed necessary or expedient to safeguard its interest and those of the other Direct Sellers in case of violation of this clause.

### 8. **Compensation Plan & Benefits:**

Vadic Network Private Limited and Direct Seller agree to be bound by the terms and conditions as mentioned in the Vadic Network Private Limited, compensation Plan, as amended from time to time, issued in this behalf and which is available on the Website.

### 9. **Bank details & payments:**

Company will make all payments on account of commissions, discounts, returns or refunds etc. through bank transfer in favour of the Direct Seller only as per the details provided in the website or as may be updated by the Direct Seller in writing from time to time in the requisite application form. The bank account must be opened and operated in full compliance with Indian law, including with respect to applicable foreign exchange laws wherever applicable.

### 10. **Termination Clause:**

**Company** reserves the right to terminate contract with 30 days' notice, where it is determent by **Vadic Network Private Limited** that no purchase of goods or services has taken place for a period of two years since the contract was entered into or since the date of last purchase made by Direct Seller and in case of any violations of Vadic Network Private Limited Code of Ethics and Principles, Compensation Plan, Policies and Procedures and any other non-compliance. The Direct Seller may without assigning any reason, after giving written notice to Vadic Network Private Limited terminate this Contract with immediate effect and this contract would be terminated automatically. A Direct Seller shall not be entitled to purchase Vadic Network Private Limited products or services upon serving the notice.

In case of Insolvency, Bankruptcy, Bad Mental Condition of the Direct seller and sale of another company product by the Direct seller or his/her representative /family members/agent on behalf of the Direct seller, cross line working by the Direct seller, cheating, fraud by the Direct seller with the company or consumer or another Direct



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seller of the company shall be excusive reason for Direct termination of the Direct seller.

Company and Direct Seller agree to be bound by the terms and conditions as mentioned in Company, Code of Ethics and Principles, agreement as amended from time to time.

### **11. Mechanism for Grievance Redressal:**

In case of any complaint/grievance, the Direct Seller will have to inform in writing the Company. Direct Sellers can raise complaints/ grievances on the Company website. The Company Officials (Grievances Redressal Committee) shall immediately take up the matter for 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 that it is not reasonable to resolve it within the above-mentioned time frame. Company shall try to resolve it quickly to the best of its abilities. Contact details and facility to communicate with Grievance Redressal Committee can be found on the Company's website.

### **12. Arbitration clause**

Company and Direct Seller agree to be bound by Policies and Procedures of the Company as well as the Complaint Redressal Policy, in particular, as amended from time to time, issued in this behalf and which is available on the Website.

Company and Direct Seller shall endeavour to settle any dispute or difference arising out of or in connection with the Direct Seller agreement through mutual discussions within 30 days of such dispute arising. The Direct Seller agrees that in the event it is not satisfied by any decision of Company or in the event that any issue raised by the Direct Seller has remained unresolved for a period of more than two months, and / or during the subsistence of this Agreement or upon or after its termination, any issue or dispute that the Direct Seller may have regarding the interpretation or operation of the clauses of this arrangement or any issues arising there from shall be referred to Grievance Redressal Committee set up by Company.

Any dispute, difference or claim remaining unresolved post reference to the Grievance Redressal committee discussions shall be submitted to binding arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996.



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The venue of such arbitration shall be at Jaipur and the award of the Arbitrator shall be final and binding on all Parties. Subject to the above, courts at Jaipur shall alone have jurisdiction in relation to the Direct Seller Contract and matters connected here to.

### **13. Data Confidentiality**

Direct Sellers and Company

a) Will dedicated to protecting the confidentiality and privacy of information entrusted to them. As part of this fundamental obligation, both are committed to the appropriate protection and use of personal information that has been collected online. We maintain appropriate technical and organizational security safeguards designed to protect the personal data we process against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use

b) Shall be guided by the provisions of the Consumer Protection Act, 2019, The Consumer Protection (Direct Selling) Rules, 2021, Information Technology Act, 2000 and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

c) Agree to be bound by **Vadic Network Private Limited** Code of Ethics and Principles, as amended from time to time, issued in this behalf and which is available on the Website.

d) Agree to bound by Privacy Policy, as amended from time to time, issued in this behalf and which is available on the Website.

### **14. Independent Contractor:**

The Direct Seller hereby confirms that he/she has entered into this Direct Seller agreement as an independent Direct Seller. Nothing in the Direct Seller agreement shall establish either employment relationship or any other labour relationship between the Parties or a right for the Direct Seller to act as a procurer, broker, commercial agent, contracting representative or other representative of Company. When purchasing and selling Vadic Network Private Limited Products, the Direct Seller shall operate as an independent, acting in his/her own name, at his/her own responsibility. The Direct Seller has not express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of Vadic Network Private Limited or to bind Company in any manner. In case, the Direct Seller, its employees, associates or agents hold out as employees, agents, or legal representatives



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of Vadic Network Private Limited, company shall demand to pay cost of any/all loss, cost, damage including consequential loss, suffered by the company on this account.

### **15. Provision with regard to Pyramid & Money Circulation Scheme:**

Company does not promote a Pyramid Scheme or Money Circulation Scheme. The Direct Seller shall satisfy himself of the same by going through the contents of this Agreement, Vadic Network Private Limited Code of Ethics and Principles, Company Compensation Plan, Policies and Procedures as amended from time to time, which are available on the Website.

The Direct Seller and Company agree to be bound by Company Code of Ethics and Principles, Company Compensation Plan, Policies and Procedures, as amended from time to time, issued in this behalf and which are available on the Website. The company shall give the sale commission to the Direct seller as per the achieved sales criteria only.

Prohibition of Pyramid Scheme & Money Circulation Scheme

- a) No person or entity shall promote a Pyramid Scheme, as defined in this Agreement or enrol any person to such scheme or participate in such arrangement in any manner whatsoever in the garb of doing Direct Selling business.
- b) No person or entity will participate in Money Circulation Scheme, as defined in this Agreement in the garb of Direct Selling of Business Opportunities

### **16. Comply out with provisions**

The direct seller on time-to-time basis shall comply out with code of conduct, procedures, business plan and policies related with delivery and shipment, return, refund, exchange, cancellation and other related policies mentioned on the website of the Company with regard to terms and conditions mentioned in it and need to abide thoroughly on regular basis

### **17. Governing Laws & Regulations**

This Agreement shall be governed by the Indian Contract 1872, The consumer Protection Act, 2019, Consumer Protection (Direct Selling) Rules, 2021 issued by the Central and State Government and any proceedings arising out of this Agreement shall be initiated in the appropriate Indian court. That the parties hereby agree that nothing contained herein shall prejudice the right of Company to appoint another Direct Seller in the same territory if found necessary.



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### **18. Severability:**

- a) Each provision hereof shall be interpreted and construed to constitute separate Agreement. If any provision in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of remaining provisions contained herein shall not in any way be affected or impaired, and in such case the Parties hereto oblige themselves to reach the purpose of the invalid provision by a new, valid and legal stipulation.
- b) In case any provision of this Agreement is held, by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

### **19. Force Majeure:**

If any Party to this Agreement is unable to meet its obligations under this Agreement as a result of flood, earthquake, storm, other acts of God, including fire, derailment, lockout, explosion, war, insurrection, riot, embargo, terrorist activity, act of government or governmental agency or other similar cause beyond the reasonable control ("Force Majeure") of the Parties, such Party will be excused from performing its obligations for the duration of the Force Majeure. If the duration of Force Majeure exceeds thirty (30) days, either Party may be entitled to terminate this Agreement upon prior written notice to the other Party.

### **20. Intellectual Property:**

Meaning of Intellectual Property:

Intellectual Property means all copyright, trade mark rights, logo, patent rights, design rights or any other Intellectual Property Rights subsisting in or created during the development of the products, Company website, Company business, and the Trade Marks and any advertising and promotional materials provided to the Website user including software, Confidential Information, source and object codes, scripts, records, documents, advertising and promotional materials, media content, specifications, plans, program listings, calculations, drawings, technology, business names, commercial symbols, processes, developments, licenses, trade secrets, techniques, specifications, patterns, drawings, formulae, technical information, research data, concepts, methods, procedures, reports, recommendations and any other knowledge of any nature whatsoever including patents, copyrights, trademarks, trade names, design and any amendments/modifications, renewals thereto and all Confidential Information





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necessary for, or which may be used in connection with the administration, operation and marketing of the Company products and services

The Direct Seller agrees that all rights in and relating to the Intellectual Property are and remain the property or under the control of Company and that such user does not acquire any right, title or interest in any of the Intellectual Property. This shall distinguish Company products and services from those of other companies.

Prior consent and authorized use –

- No Direct Seller is allowed to use the trademark without prior permission of Company. Company will take appropriate legal action against any persons using its trade name, trademarks, designs, and symbols without its permission and will, if necessary, follow with appropriate court action for failure to comply with an injunction or other legal actions that may be initiated by the Company.
- To protect Company rights, a Direct Seller may not obtain, through filing for a patent, trademark, Internet domain name, or copyright, any right, title, or interest in or to Company names, trademarks, logos, or trade names and those of Company Products.
- The Direct Seller gives his/her explicit consent that license to use Company trademark, trade name, logos shall be granted to him/her/it on a non-exclusive basis.
- Direct Sellers shall be liable to Company for damages that may arise out of the misuse of Company intellectual property rights except to the extent specifically permitted by Company.
  
- The Direct Seller hereby acknowledges and agrees to present Company products in a truthful and sincere manner and shall keep Company unharmed from damages resulting from misrepresentations.
  
- The Direct Seller shall protect Company trademarks and trade name and obtain Company written permission prior to use in any advertising (including but not limited to, the internet, literatures other than Company-published, logos, pictures, and other promotional materials.
  
- Direct Seller understands that display or sale of Company products in public, retail or service establishments of any kind is inconsistent with the terms of this Agreement.

**The Direct Seller must:**

- i. not register or seek to register any of the Intellectual Property without the prior written consent of Company;
- ii. Not cause any of the Intellectual Property to be prejudicially affected or contested;



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iii. Not use the Intellectual Property without the prior express written authority of Company & in terms of the Agreement between the Direct Seller & Company;

iv. Not make any alterations to the Intellectual Property;

V. not use the Company brand name or any derivative of the words comprising the Company brand name, in the Direct Seller's business, or personal domain names;

vi. Stop using the Intellectual Property upon the termination of this Agreement or Distributorship or at the immediate request of Company;

vii. Not modify the design, appearance and attributed of any products or services, packaging, promotion or marketing materials;

viii. Not register or attempt to register a business name or company name that contains the word "Company" or any combination of words that indicates a connection with or is similar to Company.

ix. Not consent or oppose or assist any other person to contest or oppose any application for registration of the Intellectual Property as trademarks or as business or company names.

X. not reproduces, in whole or in part, any printed material or audio or visual recordings that have been produced by Company unless given prior written authorization to do so by Company. These materials form part of the Intellectual Property whether registered or unregistered and are considered proprietary to Company. This clause is to be read in conjunction with the Website Terms of Use.

### **21. Confidentiality**

Company provides Direct Sellers access and viewing of their group information through the link on Company Website. The reports generated through the link contains commission reports; Lineage report; Company Direct Seller Numbers; contained in the Company database, in any form, including, but not limited to, hard copies, electronic or digital media (collectively the "Reports") are the confidential and proprietary property of Company. Company has derived, compiled, configured, and currently maintains the Reports by investing considerable time, effort, monetary resources, human and physical resources. Reports, in present and future forms and as amended from time to time, constitute commercially advantageous proprietary assets and trade secrets of Company, which each Direct Seller shall hold confidential. A Direct Seller's right to



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disclose the Reports and information contained therein and other Direct Seller information maintained by Company is expressly reserved by Company and may be denied at Company's discretion.

All such information (whether in electronic, oral or written form) is proprietary to and owned by Company, and is transmitted or available to Direct Seller in strict confidence. Each Direct Seller agrees that he/she will not disclose any such confidential or proprietary information to any third party, directly or indirectly, or use the information to compete with Company or for any other purpose except as expressly authorized by the Agreement. This information is to be used only for the promotion of the Company program in accordance with the Agreement. Direct Seller and Company agrees that without this Agreement of confidentiality and non-disclosure, Company would not provide the information or make it accessible to Direct Seller. This provision shall survive the termination or expiration of the Direct Seller agreement.

This clause is to be read in conjunction with clause on intellectual property mentioned in the Website terms of use.

For the purpose of this Agreement, the term "Confidential Information" shall include any information or data of a scientific, technical, commercial or financial nature disclosed by Company, or which is obtained by Direct Seller from Company whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software, Website, information related to technology and business activities (including, but not limited to, communication systems, business outlooks, revenue, pricing, trade secrets), computer programs, software (including, without limitation, code, software output, screen displays, file hierarchies and user interfaces), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), schematics, specifications, drawings, product designs, product plans, pricing, services, strategies, third party confidential information, and corporate and personnel statistics, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, market intelligence, marketing, business working , operations, parent, subsidiaries, affiliates downline report provided or accessible to a Direct Seller, manufacturer information, Commission or sales reports, Product formulas, other financial and business information of Company and other business strategies and other commercial information of confidential nature or such information that by its inherent nature is confidential or proprietary.



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### **22. Service of Notices**

Any notice required to be served by either Party to the other under this Agreement shall be deemed to be duly served if in the case of Company, it is delivered by hand or registered post at the following Address:

#### **Vadic Network Private Limited**

PLOT NO 43 SHIV T P NAGAR  
AMBALA CITY Ambala HR -134007

### **23. Non-Assignability**

The Direct Seller hereby accepts and acknowledges that the Agreement has been entered into on a personal basis.

This Direct Selling agreement, any right, interest, obligation arising out of this Agreement, cannot be assigned or transferred by the Direct Seller.

Except as specifically mentioned Company Code of Ethics and Principles (as amended from time to time), the Direct Seller acknowledge(s) that Company will deal exclusively with him/her/it in respect of all Company Business matters, and also pay commissions and/or any other incentives to and in the name of the Direct Seller whose details are available in the data base of Company.

### **24. Miscellaneous:**

- a) Provision of this Agreement, Company Code of Ethics and Company Principles, Compensation Plan, Policies and Procedures as amended from time to time shall apply to and bind Company and the Direct Seller
  
- b) This Agreement and Company Code of Ethics and Principles, Compensation Plan, Policies and Procedures as amended from time to time constitute the entire Agreement between Company and the Direct Seller, relating to the subject matter hereof which forms an integral part hereof.



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## 25. Declaration

Company hereby declares that-

(a) We are not involved in or promoted a Pyramid Scheme, as defined in Clause 3(i) of Consumer Protection (Direct Selling) Rules, 2021 or enroll any person to such a scheme or participate in such an arrangement in any manner whatsoever in the garb of doing Direct Selling business.

(b) We are not involved or participated in Money Circulation Scheme, as defined in Clause 3 (f) Consumer Protection (Direct Selling) Rules, 2021 in the garb of Direct Selling Business.

(c) We are compliant with all the aspects and provisions of the Direct selling rules to run Direct selling Business as laid down under Consumer Protection (Direct Selling) Rules, 2021 issued vide Notification No. G.S.R. 889(E) dt. 28th Dec. 2021 by the Department of Consumers, Ministry of Consumer Affairs, Food and Public Distribution, New Delhi and amended thereof.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the ..... day of ....., 20.....

**Read over by me/ to me and agreed by me on (Date)**

.....

**Name:**

.....

**(Signature) (Name of applicant)**

**Signature:**

.....

**Sign and seal of the company**.....

**Witnesses:**

1. Name \_\_\_\_\_

Signature \_\_\_\_\_

2. Name \_\_\_\_\_

Signature \_\_\_\_\_

**Signature of applicant on each and every page is mandatory.**

**All Documents must be Self Attested**