

DIRECT SELLER AGREEMENT

Platinum Promos Marketings Private LTD, plot No: 247/p , Ushodaya colony, Near UMCC Hospital , District : jeedimetla Malkajgiri, Gajularamaram, Hyderabad, pin code 500055 ,

DIRECT SELLER AGREEMENT

This Direct Seller Agreement ("Agreement") is entered into on the day one buys Platinum Promos Marketings Private LTD company's product and the agreement is entered between Platinum Promos Network Private Limited, a private limited company incorporated under Companies Act 2013, and having its registered office situated at Platinum Promos Marketings Private LTD house, plot no. 247/o, Ushodaya colony Gajularamaram, Telangana ,Hyderabad India Pin code 500055. (Herein after referred to as "Platinum Promos Marketings Private LTD" which expression shall always include its successors and assigns);

AND

The person buying product, making due payment and completing the online KYC process to get "Direct seller registration ID" (hereinafter referred to as "Direct Seller").

RECITALS:

A. The Direct Seller has approached Platinum Promos Marketings Private LTD in order to be appointed on a principal-to-principal basis as a direct seller.

B. Platinum Promos Marketings Private LTD has agreed to appoint the Direct Seller in accordance with the terms and conditions set out on Platinum Promos Marketings Private LTD's web based KYC and Web based DSA (Direct Seller Agreement).

Under the provision of the Information Technology Act, 2000, web based Direct

Seller Application Form, and this Agreement as an electronic contract, are valid and enforceable and are not required to be signed by either party physically.

NOW THEREFORE, in consideration of the foregoing, and the premises and mutual agreements and covenants contained in this Agreement, the Parties hereby agree as follows:

(1) DEFINITIONS AND INTERPRETATION

Definitions. In this Agreement, the following terms and expressions shall, unless the context otherwise requires, have the meanings set out as follows:

1. "Agreement" shall mean this Direct Seller Agreement, which shall include:

I. The Distributor Policy and Procedures Handbook,

II. Speaker Guidelines and

III. Platinum Promos Marketings Private LTD Products and Specifications, a copy of which is provided as Annexure I; as amended by Platinum Promos Marketings Private LTD, in its discretion from time to time.

2. "Applicable Law" means any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, bye-law, permits, licenses, approvals, consents, authorizations, government approvals, directives, guidelines, requirements, or other governmental restrictions, or any similar form of a decision of, or determination by, or any interpretation, policy or administration, having the force of the law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;

3. "Confidential Information" means all non-public information disclosed by Platinum Promos Marketings Private LTD, its affiliates or their agents in connection with this Agreement (such entities collectively, the "Disclosing Party") to the Direct Seller and his/her agents (collectively, the "Receiving Party") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

Confidential Information includes, without limitation

(i) non-public information relating to the Disclosing Party's technology, products, services, processes, data, customers, business plans and methods, promotional and marketing activities, finances and other business affairs,

(ii) third-party information that the Disclosing Party is obligated to keep confidential

(iii) the nature, content and existence of a relationship, discussions or negotiations between the Parties and

(iv) Customer data.

Confidential Information does not include, any information that

(i) is or becomes publicly available without breach of this Agreement (provided, however, information that is rumored or reported does not become public based only on such rumors or reports),

- (ii) was known by the Receiving Party prior to its receipt from the Disclosing Party,
- (iii) is disclosed to the Receiving Party from any third party, except where the Receiving Party knows or reasonably should know, that such disclosure constitutes a wrongful or tortious act, or
- (iv) is independently developed by the Receiving Party without the use of any Confidential Information;

4. "Cooling Off Period" shall, in accordance with the terms and conditions set out on Platinum Promos Marketings Private LTD ' web-based KYC and web based DSA (Direct Seller Agreement) under the provision of the Information Technology Act, 2000, an electronic contract is valid and enforceable, in Direct Seller

Application Form mean a period of 7 days, (seven days) from the date of execution of this Agreement, within which period the Direct Seller shall be entitled to terminate this Agreement without penalty and be entitled to full refund of price for any unused and unpacked Platinum Promos Marketings Private LTD products purchased from Platinum Promos Marketings Private LTD and such product or material is returned in saleable, marketable condition;

5. "Platinum Promos Marketings Private LTD Products" means the products Manufactured, imported, or sold by Platinum Promos Marketings Private LTD from time to time, more fully described and attached in Annexure I of this Agreement, which annexure may be amended by Platinum Promos Marketings Private LTD at its sole discretion.

6. "Party" means Platinum Promos Marketings Private LTD or the Direct Seller individually, and "Parties" means Platinum Promos Marketings Private LTD and the Direct Seller collectively;

7. "Proprietary Right" means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trademarks), service marks, trade names, business names, internet domain names, e-mail address names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in confidential information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights that may subsist anywhere in the world;

8. Interpretation. In construing this Agreement:

a. Headings in this Agreement are inserted for ease of reference only and do not form part of this Agreement and shall have no effect on the interpretation of any of the provisions hereof.

b. Reference to “this Agreement” in this Agreement means this Agreement as it may be amended from time to time.

c. The words “hereof”, “herein” and “hereunder” and other words of similar import used in this Agreement refer to this Agreement as a whole and not to any particular part of this Agreement.

d. Where the context so requires in this Agreement, words importing the singular number shall include the plural and vice versa.

e. References to a person include a body corporate and an un-incorporated association of persons; and

f. References to Recitals, Clauses and Annexures are references to Recitals, Clauses and Annexures of and to this Agreement, and unless otherwise stated references to this Agreement includes the Annexures hereto.

(2) APPOINTMENT OF DIRECT SELLER

i. Platinum Promos Marketings Private LTD hereby appoints, as on the Effective Date, on a non-exclusive and revocable basis, the Direct Seller as a direct seller for Platinum Promos Marketings Private LTD Products throughout the territory of India, and the Direct Seller hereby agrees to and accepts such appointment on the terms and conditions set out herein.

ii. Pursuant to the above-mentioned appointment, the Direct Seller may, on a non-exclusive basis, purchase Platinum Promos Marketings Private LTD Products for the purpose of sale, distribution, and marketing throughout the territory of India.

(3) OBLIGATIONS OF DIRECT SELLER

1) The Direct Seller shall at all times during the Term of this Agreement comply with the following obligations and restrictions, in addition to those contained elsewhere in this Agreement:

2) Direct Seller shall not sell any Platinum Promos Marketings Private LTD Products for a price exceeding the Maximum Retail Price (MRP) mentioned on the labels of the Platinum Promos Marketings Private LTD ;

3) The Company does not provide any warranty and/or guarantee and/or refund and/or replacement and/or return of whatsoever nature of its products. In pursuance of the same, it shall be the duty of the Direct Seller to compulsorily make known to the prospective customers

of the said policy of the company with reference to warranty and/or guarantee and/or refund and/or replacement and/or return while dealing with the prospective customers.

4) The Company does not provide any insurance, installment or credit payment scheme for the products sold by the Company in view of which Direct Seller cannot make any claims with reference to above.

5) Direct Seller shall always carry his/her identity card issued and shall not visit any consumer's premises without prior appointment / approval;

6) Direct seller shall truthfully and clearly identify himself/herself and state the purpose of solicitation to any prospective consumer and provide complete details of his/her relationship with Platinum Promos Marketings Private LTD;

7) Direct Seller shall provide complete explanation and demonstration as well as description of the nature of the Platinum Promos Marketings Private LTD Products being offered for sale, provide details of prices, terms of payment, return policies, terms of guarantee, after-sales service, complaint redressal mechanism etc. to all consumers;

8) Direct Seller shall not use misleading, deceptive, or unfair sales practices, including misrepresentation of actual or potential sales or earnings, in their interaction with prospective or existing direct sellers;

9) Direct Seller shall not make any false or untrue claims regarding the health benefits of Platinum Promos Marketings Private LTD Products;

10) The products as offered by the Company helps for providing health benefits, which may not be tangible and/or apportioned and/or visibly seen. The prospective customers shall not be in any way be instructed and/or advised by the Direct Seller to alter and/or modify and/or change any medicines/prescriptions/medical treatments as recommended to the prospective customers by the concerned doctor as may be hired by the prospective customer.

11) Delivery of the goods ordered by the prospective customers with the Company shall always be subjected to availability of stock of the products.

12) Direct Seller shall not use misleading, deceptive or unfair trade practices for sale or recruitment of prospective direct sellers;

13) Direct Seller shall not require or encourage other Platinum Promos Marketings Private LTD direct sellers to purchase Platinum Promos Marketings Private LTD Products in unreasonably large quantities;

14) Direct Seller shall not provide any literature, marketing and/or training material to a prospective and/or existing direct seller which have not been approved by Platinum Promos Marketings Private LTD in writing;

15) Direct Seller shall not require any prospective or existing direct sellers to purchase any literature or marketing/training material or sales demonstration equipment;

16) Direct Seller shall not sell, promote or market Platinum Promos Marketings Private LTD , Products on any e-commerce website.