

A Direct seller has to comply with the following:

- a. That the Direct Seller shall make proper canvassing for the sale of the products in all over India and for his purpose, the company and Sales Team/Group shall assist the Direct Seller.
- b. That company will not provide any establishment/office expenses, business running expenses etc. in relation to maintain an owned office for the Direct seller.
- c. That Direct Seller covenants with the Company that it will exclusively engage in the sale of the company' products and tie-up product and shall not indulge in the sale of similar/identical products and that it shall protect and preserve the patents and trademark of the company's products.
- d. That Unique Identification Number has to be quoted by the Direct Seller in all his/her transactions and correspondence with the Company. The Unique Identification Number once chosen cannot be altered at any point of time.
- e. That No communication will be entertained without Unique Identification Number and password. Direct Seller shall preserve the Unique Identification Number and Password properly as it is a must for logging on to the website.
- f. That the Company reserves its right to withheld/block/suspend the Direct Seller in the event the Direct Seller fails to provide any details as desired by the Company from time to time like Pan Card details, KYC etc.
- g. That the Direct Seller shall be faithful to the Company and shall uphold the integrity and decorum of the Company and shall maintain good relations with other Direct Sellers and other clients as well.
- h. That the Direct seller shall be abide with policies, procedures, rules and regulations of the company and All privileges laws, rules and regulation and Direction and Guideline issued by the state and central Government of India from time to time.
- i. That the Company reserves the rights to modify the terms and conditions, products, plan, business and policies with/without giving prior notice. Such notice may be published through the official website of the Company, and any such modification/amendment shall be applicable and binding unto the Direct Seller from the date of such notice.
- j. That the Direct Seller shall comply with all state and central government and local governing body laws, regulations and codes that apply to the operation of their NETRIX WELLNESS PVT LTD business. Direct Seller must not engage in any deceptive or unlawful trade practice as defined by any central, state or local law or regulation.
- k. That the Direct Seller shall not manipulate the NETRIX WELLNESS PVT LTD marketing plan or product's rate, Point volume/ Sales Point/ Business volume etc., in any way and Direct Seller shall not send, transmit or otherwise communicate any messages to anybody on behalf of the Company otherwise than for authorization for the same.
- l. That the Direct seller shall be liable to produce/show/explain the marketing/sales/trading plan of the company to the customer as it is received.
- m. That the Direct Seller and/or any other person is strictly prohibited to use Business Promotional Material, other than Business Promotional Material developed and/or authorized to develop by the Company.
- n. That the Direct Seller shall not use the NETRIX WELLNESS PVT LTD trademark, logotype and design anywhere without written permission from the Company. This permission can be withdrawn at any time by the Company.
- o. That All the arrangements, expenses, permission from local authorities, complying with rules of central and state government and local body is whole responsibility of Direct Seller for meetings and seminars conducted by Direct Seller.
- p. That No another Direct seller code shall be issued on same Pan Card.
- q. The Direct seller is agreed and authorized to the company to create his/her Sales and purchases books of accounts stating the details of the products, price, tax, and the quantity

and such other details in respect of the goods sold by him/her, in such form as applicable law as mentioned in the sub-clause 5 of the clause 5- Certain obligation of Direct Sellers. In this relation the company shall be authorized to deduct the charges from the incentive of the Direct seller for prepare of such accounts on behalf of the Direct seller.

- r. The Direct seller has clearly understood the marketing methods / plan, the compensation plan, its limitations and conditions. He agrees that he is not relying upon any misrepresentation/s or fraudulent inducement or assurance that is not set out in terms and conditions or other officially printed or published materials of the Company.
- s. Relation between the Company and the Direct Seller shall be governed, in addition to this agreement, by the rules and procedure mentioned in the marketing plan, available on website. The Direct Seller further confirms that he has read and understood the terms & conditions carefully and agrees to be bound by them.
- t. Direct Seller shall act as a freelancer and shall not commit any misfeasance or malfeasance to create any liability/obligation on the Company.
- u. It is made and understood in very clear terms that Direct Seller is not an Agent, Employee nor an authorized representative of the Company or its service providers. He is not authorized to receive/accept any amount/payment for and behalf of the Company and any payment received by him will not be deemed to be received by the Company.
- v. Direct Seller, hereby declare that all the information furnished by him is true and correct. Company shall be at liberty to take any action against the Direct Seller in the event, it is discovered that the Direct Seller furnished any wrong/false information to the Company.
- w. Direct Seller is required to visit the Company's official website from time to time to get regular updates posted by company if any.
- x. The Direct Seller will be eligible for facilitation fees or income, as per the volume of sale of Products/Business done by him, subject to the eligibility norms formulated by the Company from time to time. The Company does not guarantee/assure any particular or fixed facilitation fees or income to the Direct Seller.
- y. Direct Seller ID has to be quoted by the Direct Seller for all his/her transactions and correspondence with the Company. The Direct Seller ID once chosen cannot be altered at any point of time.
- z. No communication will be entertained without Direct Seller ID and password. Direct Seller shall preserve the ID and Password properly as it is a "must" for logging on to website.
- aa. Commission/income to the Direct Seller shall be subjected to statutory deductions as applicable.
- bb. The Company reserves its right to withheld/block/suspend the Direct Seller in the event the Direct Seller drags/divert other Direct Sellers and their clients to any such programs or moneymaking schemes upon receipt of complain letter from those Sellers.
- cc. Processing charges and any other applicable charges will be deducted as per the Company's norms.
- dd. Direct Seller undertakes to adhere for policies, procedures, rules and regulations formed by the Company.
- ee. The Direct Seller shall be faithful to the Company and shall uphold the integrity and decorum to the Company and shall maintain good relations with other Direct Seller and their clients.
- ff. Company reserves the rights to modify the terms and conditions, products, plan, business and policies at any time without notice. Modification shall be published through the official website of the Company and such modification/amendment shall be applicable and binding upon the Direct Seller from the date of such notification.
- gg. In case of death of Direct Seller either his nominee or one of the legal heir with consent of all the legal heirs may join the Company as Direct Seller in place of the deceased provided he applies in prescribed form and undertakes to abide all rules and regulations, terms and

conditions etc. in the same manner as that of original Direct Seller. In case of failure to arrival at such consent within six months from the date of death of the Seller, the Company shall be at liberty to terminate the ID. For this period the Company will keep his ID in abeyance.

- hh. If any Director Seller loses his contractual capacity due to any reason such as lunacy, bankruptcy or sentenced to imprisonment or any other legal embargo is created, his Direct Seller ship shall be continued through the person duly appointed by the competent Court.
- ii. Direct Seller shall have to follow all statutory laws, rules and regulations in operation of their business. Direct Seller shall not engage in any deceptive or unlawful trade practice.
- jj. Direct Seller shall not manipulate the NETRIX WELLNESS PVT LTD marketing plan or product's rate, B.V. /S.P. etc., in any way.
- kk. Direct Seller shall not send, transmit or otherwise communicate any messages to anybody on behalf of the Company without any authority from the Company.
- ll. Direct Seller or any other person under him is strictly prohibited to use Promotional Material, other than the developed and authorized by the Company.
- mm. Direct Seller shall not use the NETRIX WELLNESS PVT LTD trademark, logotype and design anywhere without written permission from the Company. Said permission can be withdrawn at any time by the Company.
- nn. All the arrangements, expenses, permission from local authorities, complying with rules of central and state government and local body is whole responsibility of Direct Seller for meetings and seminars conducted by Direct Seller.
- oo. SMS ALERTS - The Direct Seller agrees to receive the SMS Alerts from the Company on Mobile No. Mentioned/ quoted above and will not object even if they are received despite of DND activated. Direct Seller Shall Intimate the Change in mobile no. (If Any)