

TERMS AND CONDITIONS FOR DIRECT SELLER

These terms and conditions are construed in accordance with of model guidelines on direct selling issued by the Govt. of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs vide F.No. 21/18/2014-IT (Vol-II) dated 9th Sept., 2016 and supersedes any prior terms and conditions, discussions or agreements between Company and direct seller.

The applicant intending to become direct seller shall go through these terms and conditions and if he/she agrees and accept these, he/she shall append his signature in the column provided hereunder as token of his/her acceptance. Choosing the sponsoring and consent to join the group is exclusive decision of applicant. There is no role or any suggestion of the company in taking such decision by the applicant. Further there is no any charge for becoming a direct seller of the company. The company exclusively uses its website to display the details of the products, Services, marketing method/plan, sales incentives and business monitoring etc.

DEFINITIONS

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

A. “Net Work of Direct Selling” shall means any system of distribution or marketing adopted by direct selling entity to undertake direct selling business and shall include the multi level marketing method of distribution of goods and services.

B. “Direct selling entity” means an entity which sells or offers to sell goods or services through a direct seller. The company **M/s FLORA GREEN ENERGY INDUSTRY** is the direct selling entity. In case “**FLORA LIFE**” word is used at company’s website, in any publication, literature, marketing plan etc. etc. of the company then meaning of “**FLORA LIFE**” word shall be interpreted as **M/s FLORA GREEN ENERGY INDUSTRY**.

C. “Direct seller” means a person (Individual Indian Citizen only) appointed or authorized, directly or indirectly, by a direct selling entity to undertake direct selling business on principal to principal basis.

D. “Direct selling” means marketing, distribution and sale of goods or providing of services as a part of network of direct selling.

E “Unique ID/Track ID” Means unique identification number issued by the company to the direct seller as token of acceptance of his/her application for direct selling of the goods/services of the company. No communication will be entertained without unique ID and password. Direct Seller shall preserve the Unique ID and Password properly as it is “must” for logging on to website.

F. “Cooling-Off Period” The duration of time counted from the date when the direct seller and the direct selling entity enter into an agreement and ending with the date on which the contract is to be performed and within which direct seller may repudiate the agreement without being subject to penalty for breach of contract.

G. “Website” means the official website of the company i.e. **www.floralife.store** or any other website, which the company may notify time to time.

THE APPOINTMENT AND UNDERSTANDING

A. The Company upon scrutiny and verification of the Application may register the Applicant as “Direct Seller” for selling the goods/ products and services of the Company. The Company shall be at liberty to accept or reject the application at its discretion without assigning any reason whatsoever. Allotment of password and Unique ID by the company shall be construed as the registration of direct seller.

The applicant hereby covenants as under:

- i. That he has clearly understood the marketing methods/plan, the incentive plan, its limitations and terms & conditions. He/she agrees that he/she is not relying upon any misrepresentation/s or fraudulent inducement or assurance or commitment that is not set out in the terms and conditions/marketing plan/incentive plan or any other officially printed or published materials of the Company.
- ii. Relation between the Company and the Direct Seller shall be governed, in addition to these terms & conditions, by the rules and procedure mentioned in the marketing plan, available on website or provided by the company in any manner. The Direct Seller further confirms that he/she has read and understood the terms & conditions carefully and agrees to be bound by them.
- iii. Direct Seller is an independent contractor, and nothing contained in these terms & conditions shall be construed to
 - (a) Give any party the power to direct and control the day-to-day activities of the other.
 - (b) Constitute the parties as partners, joint ventures, co-owners or otherwise, or
 - (c) Allow Direct Seller to create or assume any obligation on behalf of Company for any purpose whatsoever.
- iv. Direct Seller is not an employee of Company and shall not be entitled to any employee's benefits. Direct Seller shall be responsible for paying all taxes whether direct or indirect including but not limited to Income Tax, VAT, Service tax and other taxes chargeable to Direct Seller on amounts earned hereunder. All Legal, Statutory, financial and other obligations associated with Direct Seller's business shall be the sole responsibility of Direct Seller.
- v. 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/her from any party shall not be deemed to be received by the Company.
- vi. Direct Seller, hereby declare that all the information furnished by him/her are true and correct. Company shall be at liberty to take any action against the Direct Seller in case it is discovered at any stage that the Direct Seller has furnished any wrong/false/misleading information to the Company or other direct sellers.
- vii. If any relative as defined under the provisions of Income Tax Act, 1961 or defined under the provisions of Companies Act, 2013 of existing direct seller desire to become direct seller then he/she shall disclose the relationship with existing direct seller to the company. It is company's sole discretion to accept or reject the application of such relative.

B. The Direct Seller shall enjoy the following privileges:-

- i. Incentive for effecting sale of goods /products and services of the Company as per marketing plan.
- ii. No territorial restriction to sale the goods/products and services in India.
- iii. Search and inspect his/her account on website of the Company through the Unique ID and password awarded by the Company.
- iv. Incentive of the Direct Seller shall be in proportion to the volume of performance by the Direct Seller either by his personal efforts or through team as stipulated in the marketing plan of the Company.
- v. The direct seller shall be entitled to a cooling off period of 45 days from the date of acceptance of this terms & conditions without any punishable clause.

OTHER GENERAL TERMS AND CONDITIONS

A. General Duties

- i. Direct Seller shall use his/her best efforts to promote the sale of goods and services and maximize them. Direct Seller shall also provide reasonable assistance to Company in promotional activities. Direct Seller will assist the company by taking part in all promotional events, use the marketing inputs judiciously for maximizing orders for the company. Direct seller shall offer accurate and complete explanations and demonstrations of goods and services, price, payment terms, return policies etc. to a prospective consumer. He/she shall also take care for all obligations; provisions, terms and conditions etc. of the model guidelines on direct selling issued by the Govt. of India, Ministry of Consumer Affairs, Food & Public Distribution Department of Consumer Affairs vide F.No. 21/18/2014-IT (Vol-II) dated 9th Sept., 2016.
- ii. 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 including but not limited to his/her Pan Card details.
- iii. In case the Direct Seller loses his contractual capacity due to any reason or in case of death of the Direct Seller, either his nominee or one of the legal heirs with the written 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 arrive at such consent within six months from the date of death of the Seller or losing his/her contractual capacity, the Company shall be at liberty to terminate the Unique ID. For this period the Company will keep his/her Unique ID in abeyance.
- v. Direct Seller shall be sole responsible for all the arrangements, expenses, permission from local authorities, complying with rules of Central Government, State Government, local body or any other Government body for the meetings and seminars or any other event conducted by the Direct Seller.
- vi. Direct Seller is prohibited from listing, marketing, advertising, promoting, discussing, or selling any product, or the business opportunity on any website/online portal/mobile application/online forum/or any other manner that offers like auction as a mode of selling.
- vii. The Direct Seller hereby undertakes not to compel or induce or mislead any person with any false statement /promise to purchase products or services from the Company or to become Direct Seller of the Company.

B. Modification of the Terms and Conditions

Notwithstanding anything stated or provided herein, Company reserves the complete and unfettered rights and discretion to modify, amend, alter, or vary the terms and conditions, products, marketing plan, business and any other policies at anytime without any prior notice. Modification shall be published through the official website of the Company or any other mode as company may deem fit and proper and such modification/amendment shall be applicable and binding upon the Direct Seller from the date of such modification/notification. If the Direct Seller does not agree to such amendment, he/she may terminate his/her direct sellership within 45 days of such

publication by giving a written notice to the Company to such effect. Without any objection to such modifications/alterations, if Direct Seller continues his/her activities, it shall be deemed that he/she has accepted all modifications and amendments in the terms & conditions.

B. Sole Compensation (Sales Incentive)

The Company shall pay to the Direct Seller sales incentive as prescribed in the marketing plan. The marketing plan shall be available at website of the company. The sales incentive will be subjected to the relevant taxes as applicable. The Company reserves its right to revise the rate of sales incentive from time to time. The Company does not guarantee/assure any particular or fixed facilitation fees or fixed income to the Direct Seller.

C. Indemnification by Direct Seller

The Direct Seller hereby indemnify the company, its employees, directors, agents, and each of their Affiliates (the “**Indemnified Persons**”) against, and agree to hold them harmless from, any and all damages (including any claim, charge, action, depletion or diminution in value of the assets of the Company, loss, liability and expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys’ fees and expenses in connection with any action, suit or proceeding) (hereinafter referred to as “**Loss**”) incurred or suffered by the Indemnified Persons and arising out of or relating to any misrepresentation, negligence, malfeasant acts or breach of Warranty, or any breach of any covenant or agreement made or to be performed by the direct seller pursuant to these terms & conditions.

D. Additional Responsibilities of Direct Seller

i. Expense of Doing Business

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

ii. Use of Marketing Material with Prior Permission.

Use of company logo, product logo, any advertising / promotion / marketing activity conceived originally by the Direct Seller shall be first approved in writing by the company before being used / implemented.

iii. Customer Complaints

Direct Seller shall notify the Company of any Customer's complaints regarding either the Products or the services by the direct sellers and immediately forward to Company the information regarding those complaints.

iv. Non-Compete

(a) During the term of association.

During the term of association as direct seller with **FLORA LIFE** (Unit of **FLORA GREEN ENERGY INDUSTRY**), Direct Seller shall and / or his/her relative as defined under these terms & conditions elsewhere not represent, promote or otherwise try to do direct selling activities that, in Company's judgment, compete with its direct selling activities.

(b) After the termination

For a period of [24 months] after the Direct Seller is no longer in arrangement with the Company, the Direct Seller or through his relative will not, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, distribute, sell, offer to sell, or solicit any orders for the purchase or distribution of any products or services which are similar to those distributed, sold or provided by the Company.

TERMINATIONS AND CESSATION

The Company shall be at complete liberty to terminate the direct seller ship in occurrence of any of the following event:-

- i. Where a direct seller is found to have made no purchases by himself/herself of goods and services for a period of 3 months since the date of joining the direct seller ship or where there is no purchases by himself/herself of goods and services for a continuous period of 6 months since the date of the last purchases made.
- ii. Where a direct seller failed to comply with any terms and conditions.
- iii. Where information given by direct seller found wrong/false/misleading.
- iv. Where direct seller migrate to the other country.
- v. Where direct seller is convicted of an offence punishable imprisonment of whatever term.
- vi. Where direct seller resign voluntarily.
- vii. Where company deem it necessary to terminate the direct seller in the interest of company's business or in the interest of others direct sellers connected in his/her group/teams:-

Return of materials. All of Company's trademarks, trade names, data, photographs, literature, and sales aids, all kind of customer related database and any other information generated shall always remain the property of Company. Within five (5) days after the termination of direct seller ship, Direct Seller shall return all such items to company. Direct Seller shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of direct seller ship, Direct Seller shall cease to use all trademarks, marks and trade name of Company.

The company is free to review the performance of direct seller at timely intervals. Any Direct Seller not performing to the full satisfaction of the company in terms of securing new orders, in compliance of company's policies and terms and conditions is liable to be terminated.

CONFIDENTIALITY

Direct Seller acknowledges that by reason of its relationship to Company hereunder, it will have access to certain information and materials concerning Company's business plans, customers, technology, and products/services that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Direct Seller agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by the Company.

Company shall advise Direct Seller whether or not it considers any particular information or materials to be confidential. Direct Seller shall not publish any description of the Products/Services beyond the description published by Company and without the prior written consent of the Company. In the event of termination,

there shall be no use or disclosure by Direct Seller of any confidential information of the Company.

RECOURSE AND JURISDICTION

The terms and conditions stipulated in the forgoing paragraphs shall be governed in accordance with the law in force in India. Subject the Arbitration Clause of these terms & conditions, all Disputes, either civil or criminal in nature, shall be subject to the exclusive jurisdiction of the courts in Chandigarh, U.T., India only and nowhere else.

DISPUTE RESOLUTION AND ARBITRATION

If any dispute arises between the Parties in connection with or relating to these terms & conditions, including the validity, interpretation, implementation, termination, or alleged material breach of any provision thereof, the Parties hereto shall endeavor to settle such dispute amicably. In the event any dispute is not amicably settled within a period of 30 (thirty) days after any Party has given notice to the other Parties of the existence of such dispute and requiring an amicable settlement thereof, the same shall be, at the request Party, settled by arbitration.

Any arbitration in these terms & conditions shall be conducted by a sole Arbitrator appointed mutually by all disputing Parties, or in case of disagreement as to the appointment of the sole Arbitrator, by a panel of three (3) Arbitrators, of which the Company shall appoint one (1) Arbitrator, the direct Seller shall appoint the second Arbitrator and the third Arbitrator shall be appointed by the two appointed Arbitrators. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. Each Party shall bear its own cost of arbitration.

The Arbitration proceedings shall be held in Chandigarh, U.T., India. The Arbitration proceeding shall be governed by the Laws of India. The proceedings of arbitration shall be in English language. The Arbitrator's award shall be substantiated in writing. The Arbitrator may also award costs.

Any decision of the arbitrators will be final, binding and incontestable. The Parties agree that no Party shall have any right to commence or maintain any suit or legal proceedings (other than for interim or conservatory measures) until the Dispute has been determined in accordance with the arbitration procedure provided herein and then only for enforcement of the award rendered in the arbitration. Judgment upon the arbitration award may be rendered in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The Parties hereby waive any application or appeal to any court of competent jurisdiction to the fullest extent permitted by Law in connection with any question of Law arising during the course of arbitration or any award made.

FORCE MAJEURE

The Company shall not be liable for any failure to perform its obligations where such failure has resulted due to Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, acquisition of the

company's asset by the government to any other government/semi government agency, civil/financial emergency by the government, any other government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, Raw Material Supply Constraint, or any type of redirection by Government (Central and / or State), Local Authority or any other government department.

SOLEMNLY AFFIRM AND DECLARE AS FOLLOWS:

- i. That I have read and understood the terms and conditions for appointment of Direct Seller of the Company.
- ii. I have also gone through the Company's official website, printed materials, brochures and convinced about the business and I have applied to appoint me as a Direct Seller on my own volition.
- iii. I declare that I have not been given any assurance or promise or inducement by the Company or its Directors in regard to any fixed income incentive, prize or benefit on account of the products or services purchased by me.
- iv. I have clearly understood that eligibility of income exclusively depends on my performance in business volume as per the business plan. I further agree that company reserves the right to change the Business Plan at any point of time without any prior notice.
- v. I undertake not to misguide or induce dishonestly anybody to join the Company.
- vi. I hereby agree and adhere to the terms and conditions as stipulated along with the application form and as mentioned above to agree to purchase the product or services as Consumer/to do the Direct Seller activities.
- vii. I hereby agree to submit all disputes to arbitration as provided in the terms and conditions of the Company.