



Sign Up Acknowledgement

You have been successfully appointed as our Independent Distributor with us. We warmly welcome you to the Renatus Wellness . We hope you cherish your experience with us.

Sponsor Details

Sponsor IRD : IRD99380344 Sponsor Name : Dimple Changrani

Login Details

Distributor IRD : IRD42276435 User Name : 19Jasvinder77
Password : *****

Personal Details

Name : Saini Jasvinder kour S Birth Date : 07/07/1977

Address Details

Address1 : H no 34 Address2 : Guru Gobind Singh nagar
City : Anjar District : Kachchh
State : Gujarat Pincode : 370110
Mobile No: 8000423770 Email : jaswinderkaur64527@gmail.com

Nominee Details

Name : Navjot saini Relation : Son
Birth Date :

This Data has been recorded with us, however, in case of any change in communication or address details or nominee details etc. you may write to the Administrator using the Support Ticket facility provided in your back office. Wish you good luck and the best of retailing.

Terms and Conditions

The application should go through the attached agreement and understand the clauses stated, policies, procedures and the business plan of the company. The agreement as per stated in the Consumer Protection (Direct Selling) Rules 2021 issued by the Government of India, Ministry of Consumer Affairs, Food and Public Distribution, Department of Consumer Affairs vide dated 28.12.2021 along with Indian Contract Act, 1872.

DIRECT SELLING AGREEMENT

This Direct Selling Agreement ("Agreement") is made as of this day of ("Effective Date") by and between:

Renatus Wellness Private Limited a private limited company incorporated under the laws of the Companies Act 2013, having its registered office at **Bengaluru.**

AND

Mr. , aged about **07/07/1977** years, residing at **H no 34** bearing PAN ("Direct Seller");

1. DEFINITIONS

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

a) "Direct selling entity" or "Company" means an entity that sells or offers to sell goods or services through a direct seller. The company RENATUS WELLNESS PRIVATE LIMITED is the direct selling entity.

b) "Direct Seller" means a person appointed or authorized, directly or indirectly, by a direct selling entity to undertake direct selling business on a principal-to-principal basis.

- c) "Direct selling" means marketing, distribution and sale of goods or providing of services through a network of direct sellers.
- d) "Cooling-Off Period" means 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.
- e) "Website" means the official website of the company i.e., <https://www.renatuswellness.net> or any other online publication means authorized by the Direct Selling Entity, which the company may notify from time to time.
- f) Product shall mean the Company's product to be sold by Direct Seller and such product as may be communicated by the Company in writing to the Participant Direct Seller from time to time or be published on the website.
- g) "Services" shall mean the Company's services to be provided by Direct Seller and such services as may be communicated by the Company in writing to the Participant Direct Seller from time to time or be published on the website.

2.INDUCTION PROCESS:

For inducing the applicant towards inducing he/she as a direct seller,RWPL will scrutiny and verify the application along with the following details:

- a. The applicant is not minor in age and is qualified for entering into any contract
- b. The applicant has filled the DSA (Direct Selling Agreement) form by submitting a copy of KYC documents such as PAN Card; Proof of address; Proof of identification; cancelled cheque; bank passbook; GST Certificate; Trade License; Shops and Commercial Establishment Certificate or any other documents as required by the company.
- c. The applicant had undergone a briefing/training session about direct selling operations of the company
- d. Submit an affidavit that they have not been convicted of a criminal offense or any other kind of criminal case against them in the last 5 years from the date of execution of this agreement.

Note: RWPL may and can reject an application for any reason, at its discretion, if it comes to know that the applicant has not completed the application fully or submitting inappropriate/fabricated documents or suspect any kind of malicious activities.

3.PERIOD

This agreement is subject to the will of the parties and does not have any time limits as such. However RWPL reserves the right to terminate this agreement by giving 15 days of notice and Direct seller reserves the right to terminate this agreement by giving 3 months notice.

4.ALLOTMENT OF IRD

RWPL will hand over the direct seller with a complete instruction book, catalogues, and pamphlets for promoting sales, marketing and distribution and shall provide a briefing session. After this RWPL will allot IRD and ID Card to the Direct seller. This IRD will be used to access all the information about the applicant's transactions (sale transactions) through the company's website. This number will be existing until the expiry/termination/revocation of this agreement and/or shall be destroyed but shall not be misused in any way or form whatsoever.

5.NOMINATION

Direct sellers will fill up the nominee details without fail. The details so filled has to be provided with the nominee's KYC. If the nominee's details are not produced, then the application is liable to be rejected.

6.JOINING AND COOLING OFF PERIOD

There would be no charges applicable to the direct seller for joining as a direct selling agent. Also, there would be no mandatory purchase of any product for the promotion of the sale towards joining. Commission or incentive to the direct seller are based on the sale of products and no payment will be made for their referral services. The Direct Seller understands that they have a cooling off period of 30 days to cancel the contract.

7.ROLES AND RESPONSIBILITY OF DIRECT SELLER

- a) That he/she has clearly understood the marketing methods/plan, compensation method/plan, 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 of this agreement or marketing plan/incentive plan or any other officially printed or published materials of the Company.

b) The Direct Seller further confirms that he/she has read and understood the terms & conditions of this agreement carefully and agrees to be bound by them.

c) Relation between the Company and the Direct Seller shall be governed, in addition to terms & conditions of this agreement, by the rules and procedure mentioned in the marketing plan, available on the website or provided by the company in any manner.

d) Direct Seller is an independent contractor, and nothing contained in this agreement shall be construed to the following:

- i. Direct seller would not be involved in day-to-day activities of the company and would be independent on his own. He would not instruct any of the company officials in any of the matters
- ii. Direct seller would be independent on his own and this agreement would not constitute as a partner, authorized person, joint venture, co-owners or any kind of associate.
- iii. Direct Seller shall not assume or create any kind of obligation, or promise on behalf of the company for any purpose whatsoever

e) Direct Seller is not an employee of the 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, GST and other taxes chargeable to Direct Seller on amounts earned hereunder. All Legal, Statutory, financial and other obligations associated with Direct Seller's business/income shall be the sole responsibility of the Direct Seller.

f) It is made and understood in very clear terms that a Direct Seller is not an Agent, Employee nor authorized representative of the Company or its service providers. He is not authorized to receive/accept any amount/payment for and on behalf of the Company and any payment received by him/her from any party shall not be deemed to be received by the Company.

g) Direct Seller, hereby declares that all the Information furnished by him/her is 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.

h) If any relative as defined under the provisions of the Income Tax Act, 1961 or defined under the provisions of the Companies Act, 2013 of an existing direct seller desire to become a direct seller then he/she shall disclose the relationship with the existing direct seller to the company. It is the company's sole discretion to accept or reject the application of such relatives.

i) a. Direct seller shall not transfer his IRD to any other person as it is allotted exclusively to him.

b. Direct sellers can be represented by one single IRD. Any further allotment of IRD through any other means for the same person would be ineffective and inoperative. For example: a IRD holder representing though firm or association of person would be null and void.

c. Direct seller will be attached with IRD and will be their duty of him to oblige as per the company policy. If found guilty or against the company policy, then the company will be at liberty to block the IRD.

Direct seller hereby undertakes he sells the products only through direct selling. He should not promote the products through any social media platforms or e-commerce platforms.

8. RIGHTS OF DIRECT SELLER

- i. Incentive for effecting the sale of products/services of the Company as per marketing plan, compensation method/plan, the incentive plan.
- ii. Search and inspect his/her account on the website of the Company through credentials awarded by the Company.
- iii. 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 the team as stipulated in the marketing plan, compensation method/plan or the incentive plan of the Company.
- iv. The Direct Seller shall be entitled to a cooling off period of 15 days to terminate this agreement from the date of acceptance of this agreement without any punishable clause . Direct Seller needs to expressly inform the Company about the termination of the agreement. In the absence of any communication from the Direct Seller, it will be considered consent of the Direct Seller to act as Direct Seller with the Company under the terms and conditions of this agreement
- v. The Direct seller shall have the option to return the currently marketable goods purchased by him/her within the period from the date of the purchase. Such return shall be governed by the return policy published on the website of the company which can be found at <https://www.renatuswellness.net>

9. COMPENSATION / SALES INCENTIVE

The Company shall pay the Direct Seller sales incentive/commission/compensation as prescribed in the Marketing Plan / Compensation Plan / Sales Incentive Plan which shall be available at the website of the company. The sales incentive/commission/compensation will be subjected to the relevant taxes as applicable. The Company reserves its right to revise the rates and methods of calculating sales incentive/commission/compensation from time to time. The Company does not guarantee/assure any particular or fixed facilitation fees or fixed income to the Direct Seller.

10.BUYBACK POLICY

The Company provides a Buy Back Policy to the Direct Sellers who wish to resign as a Direct Seller and return any products/services that are in good condition, useable, resaleable, restock-able, unopened, unaltered and must have a shelf life of at least 9 months
The company will buy back the products when the products are found defective in nature if the validity of the product is expired.

11.Transfer of IRD

The IRD allotted to the direct seller cannot be transferred under any circumstances. However, in case of the sudden death of the IRD holder, then the IRD will be transferred to the nominee as stated in the application.

In case the nominee is not ready to take up direct selling, then he/she shall give a request to the company for the transfer of IRD to the immediate legal heir of the IRD holder. Upon verifying the details/KYC of the nominee or legal heir, the company will process the application for the transfer of IRD.

12.TERMINATION

Direct seller will be terminated as per the following terms:

- a. Direct Seller can terminate this agreement by giving 3 months prior notice. Company can terminate this agreement by giving 15 days prior notice. Upon termination of this agreement, the IRD will remain inoperative immediately.
- b. Fail to meet quota requirement i.e., selling/purchase any one product within 30 days from the date of allotment of IRD.
- c. If the direct seller is found guilty of any criminal charges leveled against him and is under punishment as per the orders of the court, then the IRD will be terminated immediately. As this will affect the performance of the direct seller who would not be able to dedicate time to the company.
- d. Any breach of the terms of this agreement or acts against the company rules and regulations.

13.PROPRIETARY RIGHTS

- a) Direct Seller acknowledges that the Products and component parts, and the original and any copies thereof, in whole or in part, and all copyright, patent, trade secret, trademark and other intellectual and proprietary rights which now exist therein, are owned by and remain the exclusive valuable property of RWPL . The Direct Seller agrees that it will not utilize the Products or the know how/ingredients of the products except as expressly authorized in this Agreement.
- b) The Direct Seller shall keep in strictest confidence the Products, all technical documentation and business information, and all information and materials identified by RWPL to be confidential or proprietary in nature, as well as any information which from the circumstances in which it is made available to the Direct Seller in good faith and good conscience ought to be treated as confidential or proprietary (collectively referred to as "the Confidential Information"). Except as otherwise expressly agreed in writing, the Direct Seller may permit access to the Confidential Information only to those employees who manifestly need access and solely for the purposes permitted by this Agreement.
- c) The Direct Seller shall take all reasonable steps to safeguard the Confidential Information to ensure that no unauthorized persons have access to them and that no person authorized to have access to them shall take any action with respect thereto other than as expressly permitted herein.
- d) The Direct Seller shall not alter or remove any copyright, patent, trade secret, trademark or other proprietary notices appearing on the Products.
- e) The Direct Seller shall make no copies of the Products except as expressly permitted in this Agreement, nor shall the Direct Seller attempt to neither disassemble or decompile the Products nor allow any employees or agent of the Direct Seller to do so.
- f) The obligation of confidentiality shall not apply in case of an express statutory obligation, direction or order from a court/authority, information which is, or later becomes public knowledge other than by breach of this Clause.

14.NON-COMPETITION

- a) During the Term of this Direct Selling Agreement and after 6 months of this agreement, the direct seller shall not join any of the competing companies of RWPL.
- b) During the Term of this Direct Selling Agreement, the Direct Seller shall not, manufacture, sell, license, market, or promote any products, which are competitive with the Products in the Territory without the prior written consent of RWPL . If found involved in any of these kinds of activity, then legal action would be initiated as per the company policy.

15.ASSIGNMENT

Either party may not assign, transfer, mortgage, charge, pledge or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the other party.

16.FORCE MAJEURE

In the event of either party being delayed or prevented from performing its obligations by events or circumstances outside its reasonable control such delay or non-performance shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.

17.RELATIONSHIP

The Direct Seller in performing this Agreement is acting as an independent contractor and not as an employee or agent of RWPL and the Direct Seller shall not assume any obligation of any kind whether expressed or implied on behalf of RWPL or bind or commit RWPL in any way.

18.NOTICES

Any notice, invoice or other document required or permitted to be given hereunder by either party shall be in writing and shall be sent by registered prepaid post to the other party at its registered office for the time being or to such other address or addresses as it may from time to time notify for such purpose. Any such notice, invoice or other documents shall be deemed to have been given two days after posting. In addition, each party shall send an electronic image of any such notice, invoice or other documents, by email at the same time to the other party.

19.MISCELLANEOUS

- a) If any of the provisions of this Agreement or parts thereof should be invalid, illegal or unenforceable in any respect the validity, legality and unenforceability of the remaining provisions or parts shall not in any way be affected or impaired thereby unless the business purpose of this Agreement is substantially frustrated thereby.
- b) No failure to exercise and no delay in exercising on the part of either party any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude the enforcement of any other right, power or privilege nor shall the waiver of any breach of any provision herein be taken or held to be a waiver of the provision itself. Any waiver to be effective must be in writing.
- c) Headings have been included for convenience only and shall not be used in construing any provision hereof.

20.WHOLE AGREEMENT

There are no understanding or representations concerning this Agreement that is not fully expressed herein, and nothing in this Agreement, expressed or implied, shall confer upon any party other than the parties hereto or their respective successors or assigns, any rights, remedies, obligations or liabilities, except as expressly provided herein.

21.GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the Laws of India. Excluding the Grievances Redress clause of the terms and conditions of this agreement, all disputes either civil or criminal in nature, shall be subject to the exclusive jurisdiction of Honorable High Court of Karnataka.

22.GRIEVANCES 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 into resolving it within 45 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. The 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.