



DIRECT SELLER CONTRACT **(Forming Part of the Direct Seller Application Form)**

This Agreement is agreed and accepted electronically & online by and between the executing parties (hereinafter mentioned and referred to as Independent Distributor and the Direct selling Entity which expressions shall mean and include their respective legal heirs, assigns, successors, administrators and undertakers). The Terms and Conditions of this contract are to be read together with the Direct Seller Application (the “**Application**”). They become binding if and when the Company, at its sole discretion, accepts the Application.

Be known that this Contract Agreement is executed and entered into in accordance with the provisions of India Contract Act, 1872 and the Consumer Protection (Direct selling) Rules, 2021 (Hereinafter referred to as the Rules).

Whereas the Independent Distributor has voluntarily out of his / her own accord, sweet will and without any coercion whatsoever, mental or physical, offered to join the Direct Selling Network business of the Direct selling entity named **Bigwhale Marketing Private Limited** (Registered under the Companies Act, 1956) and Registered Office at **Office No 07 Rajashri Complex, SR 326 1 Plot No 1, Ambad A.S., Nashik, Maharashtra, India, 422010** (hereinafter referred as the ‘Company/Vexon/Direct Selling Entity’).

And Whereas the Direct Selling Entity is engaged in “Direct Selling business” which means marketing, distribution and sale of goods or providing of services through a network of Direct Sellers as per its prescribed Compensation/Incentive Plan (Which may be read as part and parcel of this Agreement as the same is not being reproduced here for the sake of brevity and easily available on the website of the Company i.e. www.vexon.in not falling under the Pyramid or Money Circulation Scheme.

And whereas the Independent Distributor, named below along with his / her KYC particulars therein have, after being explained all the provisions of the said Compensation Plan, product details and the present E-contract Agreement in the vernacular language known to him/her by Mr./Ms. _____ Vexon ID No. _____, duly ascertained and satisfied by visiting the Direct selling entity’s website www.vexon.in, has voluntarily offered to join the business of the Direct Selling Entity and resolved to enter into this E-contract Agreement, hence this deed.

1. Definitions:

- a) “**Direct Seller Contract / Agreement**” shall mean and include the following (including amendment, modifications and re-enactment thereof):
- a) The Direct Seller Application Form read with the Terms and Conditions forming part of the Direct Seller Application;
 - b) The Company’s Business Plan and Business Manual;
 - c) The Code of Ethics for Independent Distributors;
 - d) The Terms and Conditions for Independent Distributors;
 - e) Returns and Refund Policy of the Company;
 - f) The Return to Origin Policy;
 - g) The Independent Distributor License Transfer Policy;
 - h) The Ministry of Consumer Affairs’ Guidelines, statutes, Acts and Rules published by Central / State Government; read with all other policies, as may be for the time being applicable and/or published by the Company.
- The Company may publish, modify and update the aforesaid policies and documents on its website www.vexon.in.*
- b) “Cooling-off Period” means initial 20 days’ period counted from the ‘Effective Date’ within which the direct seller may repudiate this Agreement without being subject to penalty for breach of contract;
- c) “Effective Date”: shall mean the date of submission of the duly filled Direct Seller Application, subject to its approval by the Company.

- d) "Saleable": shall mean marketable, unused, unwashed, with price tags intact and should not carry stains, sweat, detergent, or body odour, perfume along with undamaged packaging, not expired, not seasonal, discontinued or special promotional products.
- e) "Territory": shall mean Republic of India.

NOW THEREFORE THIS DEED COVENANTS AS UNDER:

- 2. The Direct Selling entity hereby covenants that it is fully compliant to the Consumer Protection Act, 2019, Consumer Protection (Direct Selling) Rules, 2021, Legal Metrology Act, 2009, E-commerce Rules, 2020 and all other Rules and laws applicable to an Indian Direct Selling Entity.
- 3. **The Company assures and the Independent Direct Seller agrees: -**
 - a. That this E-contract Agreement has no provision that an Independent Distributor will receive remuneration or incentive for the recruitment / enrolment only from new participants.
 - b. That it does not require a participant to purchase goods or services for an amount that exceeds the amount for which such goods or services can be expected to be sold or resold to consumers.
 - c. That it does not require a participant to pay any entry / registration fee / subscription fee, cost of sales demonstration equipment and materials or other fees relating to participation in the Direct selling entity's Direct selling business.
 - d. That it has ascertained from the Compensation/Incentive Plan provided by the Direct Selling Entity (The same may be read as part and parcel of this E-contract Agreement as the same is not being reproduced here for the sake of brevity and easily available on the website of the Company i.e. www.vexon.in), the stipulated amount of any or all types of Incentives, rewards, etc. including financial and non-financial benefits payable to the Independent Distributor are calculated only and only on the basis of effective sale, marketing and distribution of products and in no way on the basis of recruiting / sponsoring / introducing another Independent Distributor.
- 4. **Distributorship / Direct Selling:** Subject to approval on Application by the Company, the Company signs, as of the Effective Date, the applicant as a Direct Seller shall undertake to sell Company's Products and shall become 'Independent Distributor' of the Company. Subsequent to the approval on Application, the Independent Distributor shall independently establish his business as 'Independent Distributor' of the Company by building a Sales Network of "Direct Sellers" and is eligible for purchasing Company's products for consumption or re-sale, in compliant transparent and ethical manner.
- 5. **Duration:** This Contract, shall remain valid and continue to remain in full force unless terminated earlier by either Party with or without cause as given herein below in Clause 10.
- 6. **Policies on Product Return, Refund (Buy Back) and Return to Origin:** The Independent Distributor fully understands the policies set by the Company for Returns and Refund of the products and all such cases of return, refund, buy-back etc. shall be dealt subject to the policies of the Company prevailing at the time of request for which the Independent Distributor undertakes to abide. **Please refer Returns and Refund Policy of the Company available on the website www.vexon.in.**
- 7. **Assignment and Distributorship Transfer:** This Agreement shall deem to be signed in personal capacity and neither this Agreement nor any of the rights or obligations of the Independent Distributor arising hereunder may be assigned or transferred without the prior written consent of Company. However, in case of death of the Independent Distributor, their distributorship may be transferred to the nominee registered by them with the Company subject to the provisions of License Transfer Policy of the Company.
- 8. **Payments and Bank Accounts:** The Company will make all payments on account of incentives, discounts, returns or refunds etc. through bank transfer in favour of and in the name of Independent Distributor as per the details provided in the Direct Seller Application or as may be used by him / her at the time of placing order with the Company, as the case maybe.

9. Obligations of Direct Sellers:

- a) The Independent Distributor shall not sell any Company's Product for a price exceeding the Maximum Retail Price mentioned on the labels of the Company's Products. Unless authorized by the Company in writing, the Independent Distributors shall not give, offer or extend any promotion or discounts on the Products of the Company; and
- b) The Independent Distributor shall, throughout the validity of this Direct Seller Contract, strictly adhere to all applicable laws, regulations and other legal obligations that affect the operation of his / her business. The Independent Distributor shall be responsible for obtaining any applicable registration, license, approval or authorization, to carry out the business as Direct Seller, copy of which shall be provided to the Company upon request.

c) Direct Sellers for the Company shall:

- i) disclose his / her conflict of interest at the time of entering with the contract with the Company or subsequently at the event of conflict of interest situation;
- ii) always carry their identity card and not visit the consumer's premises without prior appointment / approval;
- iii) truthfully and clearly identify themselves with their identity card, contact details and state the purpose of solicitation to the prospect;
- iv) state the identity of the Company, provide complete explanation and demonstration of products its quality, type, cost and usage being offered for sale along with necessary details of prices, credit terms, terms of payment, RTO, after-sales service etc. and information of his/her rights to cancel the order and / or to return the Product (Buy Back) in saleable condition to avail full refund on sums paid;
- v) provide details regarding the complaint redressal mechanism, process of surrender of distributorship and outcome thereof.
- vi) provide a bill and receipt to the consumer for orders placed;
- vii) subject to applicable legal requirements, maintain proper books of accounts;
- viii) comply with the policies of the Company available at www.vexon.in or other website as may be communicated in future by the Company;
- ix) strictly comply with all the provisions of the Consumer Protection (Direct Selling) Rules, 2021 published by the Ministry of Consumer Affairs, Food and Public Distribution in Official Gazette dated 28th December, 2021 ('Rules') including any further amendments, modification, or enactment, re-enactment of new legislation by the Government of India or any State of India.
- x) The Direct Seller herein declares that he/she/ they has not been declared a bankrupt by a competent court of law as provided under clause (3) of section 79 of the Insolvency and Bankruptcy Code, 2016 and that he/she is neither of unsound mind nor convicted by any court of law in preceding 5 years of the date of joining the Company's business herein.

d) Direct Sellers for the Company shall not:

- i) use misleading, deceptive or unfair trade practices for sale of any products to the Consumers or enrolment of prospective direct sellers;
- ii) require or encourage other the Company direct sellers to purchase the Company's Products or services in unreasonably large quantities;
- iii) provide any literature and/or training material, not restricted to collateral issued by the Company, to a prospective and/or existing direct seller which have not been approved by the Company;
- iv) require prospective or existing direct sellers to purchase any literature or training material or sales demonstration equipment;
- v) avoid adherence of, inter alia, the Company's Code of Ethics and Conduct read with Terms and Conditions of the Contract for conducting his / her business of selling products;
- vi) share personal login / password with any third-party, company or any other un-related individual or party whatsoever;
- vii) utilize for his / her purpose or to achieve his target or otherwise, any sum, or amount of money or money value, given by any Prospect or other Independent Distributor(s);
- viii) shall not indulge or involve himself or herself in the development of any mobile application, website or otherwise and post or publish any misleading advertisement(s) inviting or offering any jobs, fixed income, salaries, accommodation or any other benefits, pecuniary or otherwise, for and on behalf of the Company or by using any name of the Company or any of its brand or trade name or other intellectual Property rights of the Company, whether existing or to be introduced in future.

10. Termination of the Direct Seller Agreement

10.1 The Independent Distributor may upon written notice at its sole discretion repudiate / terminate this Agreement with or without assigning any reason, which shall result in cessation of the distributorship with immediate effect. Upon termination, refund to the Independent Distributor, if any, shall be dealt according to the prevailing policies of the Company after deduction of aggregate amount equivalent to all benefits, incentives, bonus etc., if any received by the Independent Distributor, attributable to the products returned on termination of this Agreement. The Independent Distributor shall also not be eligible to purchase Company Products in future.

10.2 Additionally, the Company also reserves its exclusive right to terminate this Agreement forthwith without any liability whatsoever, in case:

- a) the Direct Seller violates the provisions of the Code of Ethics and Conducts read with Terms and Conditions;
- b) the Direct Seller involves in activities infringing the rights including intellectual properties right of the Company which includes display and sale of products of the Company through any other online or offline channels;
- c) the Direct Seller involves in any fraud activities including but not limited to cash dealing, online and offline posting on jobs, misrepresentation by the Direct Seller to any consumer, prospective direct seller or third parties;
- d) the Direct Seller involves in any activity(ies), directly or indirectly, which may cause damage to the reputation of the Company;
- e) for reasons of non-performance by the Direct Seller;
- f) Willful breach, negligence or non-cooperation in adopting any modification, amendment or discontinuation of existing business plan or future business decisions of the Company; and
- g) due to legal, regulatory or other developments that require material operational changes within the Territory, in which case the Company may, if regulatory conditions allow, endeavor to restructure the contractual relationship with the Direct Seller on such terms and conditions as are then practical and legally permissible.

10.3 Actions pursuant to Suspension / Blocking / Termination of this Contract/Agreement:

That notwithstanding any other rights and remedies provided elsewhere in this Agreement or any other Law of India, upon termination / suspension or blocking of this Contract:

- a. The Independent Direct Seller shall not represent the Company in any of his/her dealings or Company's dealings;
- b. The Independent Direct Seller shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that he/she is still the Independent Direct Seller of associate with the Company or still having Direct selling agreement with the Company;
- c. The Independent Direct Seller shall stop using the Company's name, trademark, logo, etc., in any audio or visual form; and
- d. All obligations and liabilities of such Independent Distributor to the Direct selling entity existing on the date having accrued during the validity of this Agreement will have to be fulfilled, met and satisfied by the Independent Distributor in every manner whatsoever.

11. **Governing Law:** The provisions of this Agreement and all questions of its interpretation shall be governed by and construed in accordance with the applicable laws of India and courts of Nashik, Maharashtra shall have exclusive jurisdiction on every matter arising out of this Contract or otherwise incidental or connected therewith.

12. **Relationship between the Parties:** The Independent Distributor hereby confirms that he/she has entered into this Agreement as an independent contractor. Nothing in the Direct Seller Agreement shall establish either an employment relationship or any other labour relationship between the Parties or a right for the Independent Distributor to act as a procurer, broker, commercial agent, contracting representative or associates of the Company. It is understood by the Independent Distributor that he/she shall always operate as an independent contractor on principal to principal basis, acting in his/her own name, at their own responsibility while purchasing products from the Company.

13. **Dispute Resolution Mechanism.** The Company has established a 'Grievance Redressal Mechanism' for consumers and Independent Direct Seller/Distributors to redress their grievances and complaints. The Independent Distributor shall approach to the Grievance Redressal Mechanism of the Company in case of any conflict or dispute with the Company as soon as possible but not more than 20 days from the date of event. The Company shall provide adequate resolution within 45 days from the date of raising the grievance with the Company.

Any dispute, difference or claim remaining unresolved post reference to the Company, dispute shall be submitted to sole arbitrator appointed by the Company under the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be at **Nashik, Maharashtra** and the award of the Arbitrator shall be final and binding on all parties.

14. **Limitation of Liability and Disclaimer of Warranties:** The Company's liability, whether in Agreement or otherwise, arising out of or in connection with this Agreement shall not exceed the lower of (a) the invoice value of products purchased by the Independent Distributor during the one month preceding the date of the dispute; or (b) actual damages or loss as may be assessed by the arbitrator or any other dispute resolution mechanism adopted by the Parties.
15. **Waiver:** No waiver of default under this Agreement unless made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
16. **Severability:** If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.
17. **Indemnification:** The Independent Distributor shall indemnify, defend and hold harmless, Company and its officers, directors, employees and agents (collectively "**Company Indemnified Person**") to the fullest extent possible from and against any and all actions, suits, claims, proceeding, costs, losses, fines, fees, penalties, interest obligations, deficiencies, expenses, damages, judgments, amounts paid in settlement and expenses (including without limitation attorney's fees and disbursement) suffered by the Company Indemnified Person, relating to or arising out of any provisions of this Agreement, infringement of intellectual property rights of the Company or any other third party, or cheating, fraud by the Independent Distributor whether directly by him or through his sales network.
18. **Amendment and Modifications:** The Company reserves unconditional and exclusive right to amend, modify, discontinue, introduce its business plan, policy(ies) terms and conditions at any time without any notice and liability in lieu thereof.
19. **The Independent Direct Seller hereby covenants as under:**
 - a) That he / she has clearly understood the application form, Compensation/Incentive Plan of the Company, its limitations and conditions and he / she is not relying upon any representation or promises that are not set out in this E-contract Agreement.
 - b) That relation between the Company and the Independent Direct Seller and all his / her activities here under shall be governed in addition to this Agreement, by the rules / procedures contained in the Business / Compensation available on website. The Independent Direct Seller confirms that he / she has read out and / or has been read out in the vernacular language known to him / her by the person named hereinabove, all the terms & conditions thereof and agrees to be bound by them.
 - c) That Independent Direct Seller, hereby declares that all the information furnished by him / her to the Company are true and correct. The Company shall be at sole discretion and liberty to take any action against the Independent Direct Seller in the event, it is discovered that the Independent Direct Seller furnished any wrong / false information to the Company.
 - d) The Independent Direct Seller herein very well understands that violation of this Contract in any way whatsoever may result in termination of this Contract as per the procedure of the Company.
20. **Disclaimer:** The original English version of this Contract, may be translated into other languages. The translated version is a courtesy and office translation only and no rights can be derived from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the English version and any other language version of these Terms & Conditions, the English language version to the extent permitted by law shall apply, prevail and be conclusive.

By signing here, I expressly agree to be abided by the Terms & Conditions of this Contract