

## **GREENUSS DIRECT SELLER AGREEMENT TERMS & CONDITIONS**

**1. Greenuss Wellness Private Limited**, (herein, “Greenuss” or ‘Company’”) is a company incorporated under The Companies Act, 2013 engaged in manufacture/marketing and distribution of cosmetics, skin care goods, natural health products, and such other products or services as Greenuss may market from time to time (the “Products”). Sales of these Products are made by independent distributors, appointed pursuant to these terms and Conditions read with Greenuss Code of Ethics and Principles, Greenuss Compensation Plan and any other documents as amended from time to time. These Terms & conditions are to be read together with the application, and collectively they constitute a binding agreement between Greenuss and the Business Promoter signing this application. This Contract is a legally binding document and is in accordance with the Direct Selling Guidelines issued by the Govt. of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs **G.S.R. 889 (E)** dated 28th December 2021 (“Direct Selling Rules 2021”) read with Indian Contract Act, 1872 This Contract is between the Applicant herein after referred to as “Greenuss Business Promoter and Greenuss

### **Definitions:**

**a) “Greenuss Business Promoter”** means a person appointed by the Company on a principal-to-principal basis through this Contract to undertake sale, distribution and marketing of Greenuss products and services. Any Business Promoter of Greenuss may introduce or sponsor another Business Promoter and support them to build their direct selling business of Greenuss products and services.

**b) “Business Promoter Contract”** shall mean and include the following and all of which are collectively referred to as the "Agreement":

- The Greenuss Business Promoter Application Form.
- These Terms and Conditions forming part of the Greenuss Business Promoter Application Form.
- The Greenuss Policies and Procedures.
- The Greenuss Business Plan.as amended from time to time which shall be notified on the website (web address).

**c) “Effective Date”** shall mean the date of submission of the Greenuss Business Promoter Application form, subject to Approval by the Company.

**d) “Saleable”** means products that are unused, undamaged, and in their original sealed packaging with all original labels and documentation intact, fit for resale as determined by the Company, and having a remaining shelf life of at least six (6) months. Only such products shall be eligible for return or repurchase.

e) **“Non-Saleable”** means products that do not qualify as Saleable, including those that are opened, unsealed, used, damaged, tampered with, expired, nearing expiry, lacking original packaging, labels, or documentation, or having a remaining shelf life of less than six (6) months. Such products shall not be eligible for return, refund, or repurchase.

f) **“Territory”** shall mean the Republic of India

## 1. Eligibility Criteria & Requirements

1.1. The applicant confirms and undertakes that he/she is above the age of 18 years and is not disqualified from contracting by any law.

1.2. Applicant must submit the following documents;

- a) Duly filled application form
- b) Copy of Government issued Identity Card
- c) Copy of Residential Proof
- d) Copy of Permanent Account Number (PAN)
- e) Passport size photographs
- f) Cancelled Bank Cheque

1.3. Each Business Promoter will be assigned a unique ID, the associates cannot operate through multiple IDs.

1.4. Each Business Promoters confirms to undergo mandatory orientation.

2. **Rejection of application:** Greenuss may reject any application for any reason, at its discretion, if the application contains incomplete, inaccurate, false or misleading information. Any alteration or modification will be subject to verification.

3. **Term:** This Direct selling agreement shall remain valid and continue to remain in full force unless terminated earlier by either party with or without cause by giving a notice.

4. **Joining & Cooling Off Period:** Joining as an Greenuss Business Promoter is Free of Cost and no person is required to purchase any minimum product or sale promotion material as a condition to join. Commission or incentive to the Greenuss Business Promoter are based on sale of products and no payment will be made for their recruitment. Greenuss Business Promoter understands that they have a cooling off period of 7 days to cancel the contract and receive full refund against the Saleable product purchased during this period.

**5. No Employee-Employer relationship:** Greenuss Business Promoter confirms that he/she/they has/have entered into this contract as an independent contractor. Nothing in this contract shall establish either an employment relationship or any other labour relationship between parties or a right for the Greenuss Business Promoter to act as a producer, broker, commercial agent, contracting representative or other representative of Greenuss India or its affiliated/ subsidiary company.

**6. Duties of Business Promoter:** Business Promoter shall present the Greenuss's Plan and products as set forth in official Greenuss's Literature. Business Promoter shall make no claims regarding potential income, earnings, and products beyond what is stated in official Greenuss literature. Business Promoter shall carry the Identification card issued to him by the Company and will seek prior appointment with customer for initiation of sale. Business Promoter would provide accurate and complete explanations and demonstrations of products, time and place to inspect the sample, and take delivery, prices, credit/payment terms, amount to be paid, return policies, terms of guarantee, after-sales service, products return policy, right to cancel the order, refund policy and complaint redressal mechanism of Greenuss to customers.

**7. Assignment of rights & duties:** -This agreement is entered on a personal basis and may not be assigned or transferred by the Greenuss Business Promoter to a third party without the written consent of the company.

**8. Buy-back and return policy:** Greenuss and The Business Promoter agree to be bound by the terms and conditions of Buy-back/repurchase as mentioned below, The Refund is applicable only for products in Saleable conditions. It is not applicable to products that have been intentionally damaged or misused or are in non-saleable condition. Business Promoter may return the products in accordance to the clauses set out hereunder.

- **Cooling-Off Period :** A Business Promoter may return products purchased from the Company within seven (7) days from the receipt of the products during the cooling-off period, provided that the products are Saleable and the original invoice is produced. Upon verification, the Company shall refund the amount after deducting applicable charges and Taxes.

- **General Buyback / Repurchase (Routine Business Transactions):** During routine business transactions, a Business Promoter may request buyback or repurchase of products within seven (7) days from the receipt of the products, provided that the products are of Saleable nature and the original invoice is produced. The Company shall repurchase such products after deducting applicable taxes and charges.

- **Repurchase upon Termination of Agreement/Contract :** Upon termination of the Agreement/Contract with a Business Promoter, the Company may, within 7 days from the effective date of termination, repurchase the remaining Saleable inventory held by the Business Promoter and refund the amount after deducting applicable taxes and charges.

- **Products Found Damaged at the Time of Delivery** If products are found damaged at the time of delivery, the Business Promoter may raise a claim within three (3) days from the date of delivery:
  - ✓ If the product is Saleable and the invoice is produced, the Company shall refund the amount of the product after deducting applicable taxes and charges.
  - ✓ If the product is Non-Saleable, the Company will not be responsible for any refund/repurchase.

- **Product Quality Dissatisfaction**

If a Business Promoter is not completely satisfied with the quality of the product, the product may be returned within seven (7) days from the receipt of the goods:

- ✓ Where the product is Saleable and the invoice is produced, the Company shall refund or repurchase the product at the Business Promoter Price deducting the applicable taxes and any other charges,
- ✓ Where the product is Non-Saleable, the Company will not be responsible for any refund/repurchase.

**9. Governing Law:** The Greenuss Business Promoter Contract and all questions of its interpretation shall be governed by and construed in accordance with the laws of Republic of India, without regards to its principles of conflicts of law. The Agreement is civil in nature and hence, it is to be governed and construed in accordance with the Indian Contract Act, 1872, the Code of Civil Procedure, 1908 and other applicable laws of India.

**10. Modification:** Greenuss may from time to time amend any of the above-mentioned documents by notice on its website. If the Business Promoter do not agree to be bound by the said amendment, he/she may terminate the contract with immediate effect by giving a written notice to Greenuss. Otherwise, Business Promoter's continued relationship with the Company will constitute an affirmative acknowledgment by the Business Promoter to having agreed to such amendment and be bound by same.

**11. Severability:** If any provision of these forms and conditions is declared invalid or unenforceable, the remaining provisions shall remain in full effect.

**12. Dispute Settlement:** Any dispute arising out of this Agreement shall endeavour to settle through mutual discussion within 30 days of such dispute or otherwise shall be referred to a sole arbitrator to be appointed mutually by the parties, whose decision shall be binding on the parties according to the provisions of "The Arbitration Act, 1996". The venue of arbitration shall be in Orissa.

**13. Waiver:** Any waiver by the Company of any breach of this Agreement must be in writing and signed by an authorized officer of the Company. However, such waiver shall not operate or be construed as a waiver of any subsequent breach thereafter.

**14. Limitation of liability:** Companies liability whether under agreement or otherwise, arising out of or in connection with this agreement shall not exceed the lesser of a) actual damages or loss accessed by the arbitrator b) the total commission earned by the Greenuss Business Promoter during one month period preceding the date of the dispute

**15. Data Protection:** The Business Promoter acknowledges that the Company may collect and process personal data for the purposes of onboarding, training, compliance and performance of this Agreement. All collection, use, storage, sharing and protection of personal data shall be governed by the Company's Privacy Notice, available on its official website. The Business Promoter is required to review the Privacy Notice and may direct any data protection related queries or requests to the contact details specified therein.

**16. Intellectual Property and Use of Name/Image:** The Business Promoter grants the Company a non-exclusive licence to use its name, photograph, likeness, and personal story in its marketing and promotional materials, without any claim to compensation. All trademarks, logos, content and other intellectual property of the Company shall remain its exclusive property, and the Business Promoter shall use such IP solely in the manner authorised by the Company.

**17. Termination:** That both parties hereby agree that agreement can be terminated by giving a written notice to/by the either party. Where an Greenuss Business Promoter is found to have made no sale of goods or services for a period up to 1 year since the contract was entered into or since the date of last sale made, the Company shall be entitled to terminate this agreement by giving Greenuss Business Promoter 7 days' notice for the same. The Company may also terminate this agreement if the Greenuss Business Promoter is found to be violating provisions of the companies Policies and Procedure or these Terms and Conditions.

**Declaration**

I hereby accept all the terms and conditions of this Agreement and understand that I would be bound by the same.

**Name of the Business Promoter:**

**Signature:**

**Date:**

**Place:**