

Terms & Conditions

Contract of Distributorship

This document constitutes the Contract between Direct Seller/Distributor and FITWAY WELLNESS PVT LTD, NAYA GAON AMBEDKAR NAGAR POST LAKRI FAZALPUR DISTRICT MORADABAD UTTAR PRADESH PIN 244001 hereafter referred as Company/Direct Selling Entity.

This digital/physical Distributor Application Form, when fully completed, signed by the applicant(s) and duly accepted by FITWAY WELLNESS PRIVATE LIMITED shall be the part of Contract for distributorship of Goods return Policy and FITWAY WELLNESS PRIVATE LIMITED code of Ethics are additional documents, which should be read in conjunction to this Contract. All these documents together constitute the Distributor Agreement henceforth referred as "Agreement" between FITWAY WELLNESS PRIVATE LIMITED, and the applicant(s) whose signature and other identification data appear on the Application Form.

This Contract contains various modifications/amendments in light of "Office memorandum" F No. 21/18/2014-IT (Vol-II) issued by Government of India, Ministry of Consumer Affairs, Food and Public Distribution and Department on Consumer Affairs situated at Krishi Bhavan, New Delhi on 9th September 2016. This office memorandum shall be further referred as Government Guidelines, 2016. Also contains rules as Centre has notified the Consumer Protection (Direct Selling) Rules, 2021.

Central Government in exercise of the powers conferred by clause (zg) of sub-section (2) of section 101 read with section 94 of the Consumer Protection Act, 2019 has notified the Consumer Protection (Direct Selling) Rules, 2021. Direct seller should ensure compliance and adherence of rules notified.

This Contract of Distributorship should be read in light of above said Office Memorandum and should be viewed as reflection of the same. The spirit of this contract includes all the points mentioned in the above said Government Guidelines including but not limited to following.

1. FITWAY WELLNESS PRIVATE LIMITED, appoints the undersigned- identified applicant(s) as distributor/Direct Seller of FITWAY WELLNESS PRIVATE LIMITED Universe products and the applicant(s) (herein after individually and collectively referred to as the "Distributor/Direct Seller") accept(s) such appointment. Distributor may, on a non-exclusive basis, purchase, and stock-transfer FITWAY WELLNESS PRIVATE LIMITED products from FITWAY WELLNESS PRIVATE LIMITED Universe outlets or FITWAY WELLNESS PRIVATE LIMITED Universe Depots, to resell, distribute, demonstrate and market in the territory of India.

2. Distributor hereby confirm that he/she has entered into this Agreement as an independent direct seller. Nothing in this Agreement shall establish an employment relationship, or any other labor relationship between the Distributor and FITWAY WELLNESS PRIVATE LIMITED, and nothing shall establish the Distributor's position as procurer, broker, commercial agent, contracting representative or other representative of FITWAY WELLNESS PRIVATE LIMITED as mentioned and included but not limited to Government guidelines issued on 9th September 2016. When purchasing and selling FITWAY WELLNESS PRIVATE LIMITED products, the Distributor shall act as an independent vendor, acting in his/her own name, at his/her own responsibility and for his/her own account.
3. Sale of Goods by Direct Seller may attract GST. GST applicable on Stock Transfers availed from FITWAY WELLNESS PRIVATE LIMITED Universe Shoppe would be liability of the Company whereas goods purchased and resold by Direct Seller to various prospects or consumers may attract additional GST. Such tax liabilities would be sole responsibility of the Direct Seller. Company would inform the Direct Seller about their GST liabilities as per prevailing Sales Tax regime however in lack of communication; Direct Seller is advised to maintain his/her accounts to deposit requisite GST liabilities at his/her end.
4. Direct Seller/Distributor shall not sell any FITWAY WELLNESS PRIVATE LIMITED product for a price exceeding the Maximum Retail Price. Distributor may charge, at his discretion, any price that is lower than the Maximum Retail Price indicated on the label of any product or in any, then applicable, price list issued by FITWAY WELLNESS PRIVATE LIMITED. Changing prices by malpractices like pasting stickers, blacking out prices etc. would be viewed as legal offense.
5. Direct Seller/Distributor shall access the capability of the consumer/prospect and would not recommend quantities that are not easily resalable by the consumer/prospect/direct seller.
6. Direct Seller would carry his identity card and produce the same before meeting any prospect. He/she would follow a strict discipline and seek appointment of the Prospect before entering their premises.
7. Direct Seller would disclose the identity of Direct Selling Entity/Company without request and explain the nature of products being offered.
8. Direct Seller would enlist and explain accurate information of the product. He/she would not exaggerate the product and would stick to the product information and ingredients printed on the product. He/She would clearly explain the goods return policy, place of replacement and modus of

repayment. Direct Seller would also explain the nature of unsalable product, which would not be replaced under normal circumstances.

9. Direct Seller would inform following at time of sales:

- a) Name, address, Distributor ID number, Identity proof number and telephone number to the new prospect/consumer. The new prospect or consumer should be able to contact the Direct Seller easily after the goods are being sold.
- b) Complete description of product being sold or to be supplied.
- c) Goods return policy and whether the consumer would receive full or partial refund as per company's policy.
- d) Order date and amount to be paid by consumer. This should be the same or lower than invoice value.
- e) Inform the consumer/prospect about Customer Relationship Module (CRM) of the company. The consumer or prospect should be clearly explained about complaint redressal mechanism of the Company.

10. A Direct Seller would not:

- a) Use deceptive, misleading and/or unfair trade practices including but not limited to various guidelines issued time to time.
- b) Use misleading, false, deceptive and/or unfair recruiting practices like joining various members of the family suggesting better compensation benefits. Exaggerate the potential earning of the Direct Seller position during his/her formal or informal discussions. Direct Seller should keep in mind that he or she would not instigate false potential through any means in the mind of the prospect/consumer.
- c) Make any factual representation to the prospect/consumer, which cannot be verified or cross-checked. He or she would not make any promise that cannot be fulfilled at his/her own capacity or from Company's perspective.
- d) Present Direct selling business advantages in a false or deceptive manner. Direct Seller should not exaggerate the advantages of Direct Selling industry in a capacity, which cannot be accomplished by the prospective consumer/direct seller.
- e) Knowingly make, omit, engage or cause or permit to be made, any representation relating to the direct selling operation, including remuneration system and agreement between the company and the Direct Seller/Distributor, or the goods being sold by the company in a false or misleading manner.

- f) Encourage purchasing goods in unreasonably large amounts.
 - g) Provide literature, which is not collateral property of the company. Provide such literature, which is not issued by the company both within and outside the Direct Selling Entity/Company.
 - h) Require prospective or existing direct sellers to purchase any literature or training material or sales demonstration equipment.
11. Company will be liable for all grievances arising out of sale of products or business opportunity by Direct Sellers.
- a) Direct Sellers are hence advised to abide by their duties and responsibilities mentioned in Clause 10. Company shall be at liberty to recover financial or reputational damages from the direct sellers responsible for the losses.
 - b) Direct sellers are instructed to respond to all the queries from the Company regarding their operations, practices and methods. Company would be held responsible for any misdoing by the Direct Seller.
12. Direct Seller would work exclusively for FITWAY WELLNESS PRIVATE LIMITED and would not promote any product or service from other Direct Selling Platform. Direct Seller would not use FITWAY WELLNESS PRIVATE LIMITED Universe platform to promote or sell any other product, which is not affiliated by the Parent Entity/ FITWAY WELLNESS PRIVATE LIMITED.
13. Relation between Company and the Direct Seller/Distributor and all his/her activities hereunder shall be governed, in addition to this Agreement, by the rules contained in the FITWAY WELLNESS PRIVATE LIMITED Universe Sales and Marketing Plan and FITWAY WELLNESS PRIVATE LIMITED Universe Code of conduct. The relationship shall also be governed through Guidelines laid from time to time by Government of India. Wherein the contract is enforceable from both sides by giving a due notice of 90 days under jurisdiction of Daman.

Under this agreement:

The Distributor confirms that he/she has received a copy of Official Documents and has read the terms and conditions thereof and agrees to be bound by them in addition to this Agreement. Company/ FITWAY WELLNESS PRIVATE LIMITED may amend from time to time, any of the terms and conditions of the Official Documents through notice on its website **www.fitwaywellness.com**

If any Distributor does not agree to be bound by such amendment he/she may terminate this Agreement within 45 days of such publication by giving a written notice to FITWAY WELLNESS PRIVATE LIMITED. Distributor's continued relationship with FITWAY WELLNESS PRIVATE LIMITED would constitute an affirmative

- a) Acknowledgment by the Distributor of the amendment and modifications and
- b) Agreement by the Distributor to abide and be bound by this Agreement, Official Documents and its modifications.

14. This Agreement becomes effective from the date of acceptance by FITWAY WELLNESS PRIVATE LIMITED of the Applicant's contractual offer in the form of this fully completed Distributor Application form in digital or Hard copy. Acceptance of the offer shall be automatically communicated by sending to the Distributor, a Distributor Identification Card or upon entering the particulars of the Distributor in FITWAY WELLNESS PRIVATE LIMITED's Distributor Database, whichever is earlier. Upon acceptance of the agreement, Distributor is given an access to the portal to built his/her business. The Distributor Identification Card is and shall remain the property of FITWAY WELLNESS PRIVATE LIMITED and Distributor shall return it to FITWAY WELLNESS PRIVATE LIMITED without any delay upon termination or expiration of this Agreement.
15. The Co-Applicant/Second Authorized Representative acknowledges that FITWAY WELLNESS PRIVATE LIMITED will deal exclusively with the Primary Applicant/First Authorized Representative in respect of all business matters, and also pay commission and / or any other incentives to and in the name of the Primary Applicant/Entity. The second authorized representative or nominee will become first authorized Direct Seller only in case of death of first representative or through a written request letter. Such request would be considered by the Company as per its policies and the Company reserves rights to deny such change.
16. FITWAY WELLNESS PRIVATE LIMITED will make all payments on account of returns or refunds through Bank transfers /account payee cheques drawn in favor of Primary Applicant/Entity only.
17. The Distributor agrees to receive SMS & Email notifications from FITWAY WELLNESS PRIVATE LIMITED & its affiliates concerning their FITWAY WELLNESS PRIVATE LIMITED Business.
18. The Distributor needs to activate the distributorship within 30 days of joining by doing any personal purchases of FITWAY WELLNESS PRIVATE LIMITED products for retailing/self consumption. Failure to activate the distributorship will result in automatic termination of this agreement.
 - a) In case of non-fulfillment of self-purchase activation, Distributor/Direct Seller can only work in one organization, which would be called main organization.

- b) On fulfillment of self-purchase activation condition, Direct Seller can start as many new organizations as he/she deems fit.
19. The distributor will be allowed to sponsor a prospect in his/her "Other" organization of FITWAY WELLNESS PRIVATE LIMITED business only after activating his/her distributorship.
 - a. Other means newly created organizations excluding the main organization
 - b. Main means that organization in which Direct Seller's proposer is placed and group of direct sellers are building it holistically.
 20. Direct Seller cannot take any type of Fee including Training or Demonstration fee from the prospect or consumer. Such an action would be a legal offence and shall be dealt strictly
 21. Direct Seller cannot charge any type of registration fee from the prospective consumer or prospect.
 22. This Agreement is effective for an initial definitive period of one (1) year, from the date of acceptance hereof by FITWAY WELLNESS PRIVATE LIMITED. However, in case of acceptance by FITWAY WELLNESS PRIVATE LIMITED of the Applicant's contractual offer on or after September 15 of current year, this Agreement will be effective till end of the following year.
 23. All Distributors are required to renew their distributorships for the following year on or before December 31 of each year or any other date specified by Company. FITWAY WELLNESS PRIVATE LIMITED reserves the right, at its complete discretion, to reject any application for renewal. Company adopts auto-renewal methodology. There is no fee or charge of renewal. Distributor's continued efforts would mean his/her desire to continue as Direct Seller in the company. Termination from any side can happen as per clause 13 of this Contract envisaged again as below: The Distributor may terminate this Agreement at any time by giving a written notice to FITWAY WELLNESS PRIVATE LIMITED may terminate this agreement by giving a written notice
 - a) pursuant to the provisions of the Rules of Conduct;
 - b) for reasons of non-performance and
 - c) for the breach of any terms and conditions of this Agreement.
 24. FITWAY WELLNESS PRIVATE LIMITED may reject this application for any reason, at its discretion, including if the application contains incomplete, inaccurate, false or misleading information. Any alteration or modification will be subject to verification. Acceptance of application is sole discretion of the Company management and its decision would remain final.
 25. Family members joining as new distributors:
 - a) Any distributor having blood relation with an existing distributor can be placed only in the same organization as the existing distributor. He/She cannot be placed in Cross-Organization.

- b) In case of failure to identify immediately and acceptance of the application by the Company; Distributor would be at risk of termination of such ID as and when identified.
26. This Agreement is entered into on a personal basis and neither this Agreement nor any of the rights or obligations of Distributor arising under this Agreement may be assigned or transferred without the prior written consent of FITWAY WELLNESS PRIVATE LIMITED.
27. FITWAY WELLNESS PRIVATE LIMITED's liability, whether in contract, tort or otherwise arising out of or in connection with this agreement and/or relationship arising there from shall not exceed the lesser of
- a) Actual damages or loss assessed by the arbitrator or any other dispute resolution mechanism adopted by the parties or;
- b) The total commission earned by the distributor during the preceding six months of the date of dispute.
28. Any dispute, differences or claim arising out of as in connection with this Agreement shall be submitted to binding arbitration and shall be referred to the sole Arbitrator appointed in accordance with the rules and regulation of International Center for Alternate Dispute Resolution as a fast track arbitration. The venue of such arbitration shall be at MORADABAD and the award of the Arbitrator shall be final and binding on all parties. The courts at MORADABAD shall alone have jurisdiction in relation to this Arbitration Agreement and any award arising there from.
29. The Distributor agrees to comply with FITWAY WELLNESS PRIVATE LIMITED's Customer Product Refund Policy as laid down in the Code of Ethics & Rules of Conduct for FITWAY WELLNESS PRIVATE LIMITED Distributors which are part of the FITWAY WELLNESS PRIVATE LIMITED Business Starter Guide.

Disclaimer by the Company:

- Company has exclusive rights on the brand-names being used on its products.
- FITWAY WELLNESS PRIVATE LIMITED owns these Brand names.
- Legal Inter-se agreements are in place to use the Brands owned by FITWAY WELLNESS PRIVATE LIMITED.
- Company is not engaged into any business falling under "Money Circulation Scheme".
- Any distributor found to be doing so at his/her personal capacity would be reported to requisite authorities.

Buy Back Policy

FITWAY WELLNESS PRIVATE LIMITED stands behind its Quality and Customer Satisfaction. If for any reason, Customer is not satisfied with the product, He/She can replace the product or demand for refund.

- The goods should be in marketable condition and unused.
- In case the packet or unit is opened; there should be a valid reason for return. Used products can be refunded only if 90% of the product remains unused and there is a valid reason for refund.
- Products can be replaced or refunded only within 30 days of purchase of goods.

Goods return from Distributor/Direct Seller/Consumer:

Procedure for Refund:

- I. Distributor must sign in Goods return form available at “FITWAY WELLNESS PRIVATE LIMITED” or can take a print-out from the portal.
- II. Fill in Distributor/Customer name
- III. Fill in name of the Shoppee or Eagle Distributor (From where you purchased the Goods) Fill in Invoice number
- IV. Reason of Dissatisfaction Comment (if any)
- V. Customer must return the goods at nearby Shoppee and take signature on goods return receipt.

He/She would get refund in following fashion as per **Category of Product**

- Grocery – 50% of Distributor Price
- Eatables like Cosmetics and FMCG- 100% of the Distributor price minus applicable GST Wellness Products- 100% of Distributor price minus applicable GST
- In case of open product: Company reserves right to either refund or replace product depending upon the credentials.
- Fast Track Products- 100% of Distributor price minus 15% Handling Charges minus applicable GST. Refund would be processed and sent only in the authorized bank account in 30 working days.

Procedure for replacement:

Customer can get immediate replacement for the same product from the same shoppee of first purchase. If the customer wants to buy another product in lieu of the returned products, he/she has to fill in goods-return form and replace the products of same value from the same shoppee. Deduction on credit amount will be as per above-mentioned Schedule.

Goods Return from Depot:

- All the goods except grocery and edibles can be returned from the depot without any hassle. One-side transportation charges would be deducted from the Depots. Depot owner has to send the material to Head Warehouse, MORADABAD or can shift the material to another depot on instruction of the Management.
- Grocery and Edibles can be returned in exceptional cases wherein there is sufficient expiry period left on the products; products are in hygienic condition and are in resalable stage.
- Goods receipt note is created to cross-check the quantity and condition of material being received by the company. On furnishing of requisite papers, refund can be made within 30 working days.

Goods return from Shops

- All the goods except grocery and edibles can be returned from the depot without any hassle. One-side transportation charges would be deducted from the Shop owners. Shop owner has to send the material to nearby Depots after due discussion with Zonal Heads in Company's corporate office. FITWAY WELLNESS PVT LTD, NAYA GAON AMBEDKAR NAGAR POST LAKRI FAZALPUR DISTRICT MORADABAD UTTAR PRADESH PIN 244001, Depot should have enough credit limit to accept the goods returned from the shop owner.
- If the Depot does not have enough credit limit to accept the returned goods, it may cause inconvenience to the Shop owner. Hence it is advised to speak to Zonal head and depot owner before sending them the material.
- A Goods receipt note is made by Depot owner verifying quantity and quality of returned goods. Refund can be made within 30 days of completion of requisite paper work.
- Grocery and Edibles can be returned in exceptional cases wherein there is sufficient expiry period left on the products; products are in hygienic condition and are in resalable stage.