

The terms stipulated hereinbelow shall be construed as a binding agreement between M/s. e-Biotorium Network Private Limited and you, and you hereby agree to act and perform the obligations mentioned below while dealing with the products of M/s.

E-Biotorium Network Private Limited.

That you by clicking on the acceptance of the terms and conditions hereby accept the terms as mentioned below as a binding and legally enforceable agreement executed between you and M/s. E-Biotorium Network Private Limited.

That you have inquired about the business of the Company and are desirous of selling the products of the Company based on the terms and conditions as mentioned hereinbelow.

That you have represented to the Company that you are well and legally eligible for selling the products of the Company and have assured the Company that you shall not indulge in any statutory and/or regulatory violation for the purposes of conducting business of the Company.

That it is based on the representation made by you, the Company hereby grants you the right to sell and/or market the products of the Company on a *non-exclusive basis* and on terms and conditions as mentioned hereinbelow.

Hereinafter, “The Company” and the “Collaborative Entity” shall be individually referred to as “PARTY” and collectively be referred to as “PARTIES”

1. **INTERPRETATION:**

- 1.1. The recitals contained herein shall be deemed to be an integral part of this Agreement;
- 1.2. Words and phrases used but not expressly defined herein bear the meaning commonly ascribed to them in Indian law or in India as the case may be.
- 1.3. “Company” shall mean M/s. E-Biotorium Network Private Limited.
- 1.4. “Collaborative Entity”, “You”, “He/She”, “I” shall mean the person accepting the present terms and conditions and the one who registers himself with the company to work with the company for selling its products as a Direct Seller.
- 1.5. Unless otherwise indicated, the terms ‘hereof’, ‘herein’, ‘hereby’, ‘hereto’ and derivative or similar words refer to this entire Agreement;
- 1.6. Unless otherwise indicated, references to Clauses, sub-clauses or Annexures are to a Clause, sub-clause, or Annexure as mentioned herein;
- 1.7. Headings and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- 1.8. Words importing the singular include the plural;
- 1.9. Words importing any gender include every gender;

- 1.10. The words ‘including’ and ‘among others’ and words and phrases of a like nature used in this Agreement are deemed to be followed by the words ‘without limitation’ or ‘but not limited to’ or words or phrases of a like nature whether or not such latter words or phrases are expressly set out;
- 1.11. Unless expressly stated otherwise, any reference to the ‘consent’ of a Person means such consent issued at the sole and absolute discretion of that Person;

2. **DEFINITIONS:**

- 2.1. “Agreement” shall mean the terms, conditions and obligations as stipulated herein and any other written addendum to this Agreement, if entered between the parties.
- 2.2. “Intellectual Property” includes existing, proposed and future Intellectual Property in the nature of unregistered or registered rights to any and all patents, copyrights, trademarks, trade-secrets, trade-specifications, trade-knowledge, technical or industrial know-how and other confidential and/or proprietary information and inclusive of all intellectual property that is the subject of ownership by the Company and/or its subsidiaries, venture partners and predecessors in interest, business and/or title, and/or other business arrangements, inclusive of but not limited to any oral arrangement which the Company may have entered into with the Party or other parties.

2.3. Prospective Customers shall mean any persons (whether artificial or natural) which are the buyers of the products sold the Company either directly or by Collaborative Entity.

2.4. Products shall mean items manufactured and/or marketed and/or advertised by the Company for the purpose of sale and/or commercial use and shall include all future items as may be manufactured and/or marketed and/or advertised by the Company for purposes of sale and/or commercial use.

3. **APPOINTMENT:**

3.1. Subject to the terms and conditions of this Agreement, the Company hereby grants the Collaborative Entity the right to sell the products of the Company on terms and conditions as mentioned hereinbelow. The Collaborative Entity hereby binds himself to the rules and regulations of the Company as made from time to time for the conduct of its business without any requests for modifications thereto. At all times, the Collaborative Entity must strictly adhere to this Agreement which shall be signed and/or accepted between the Company and the Collaborative Entity. Company may from time to time amend this Agreement with retrospective effect without prior knowledge or consent of the Collaborative Entity.

4. OBLIGATIONS OF THE COLLABORATIVE ENTITY:

- 4.1. For the purposes of the business of the Company, the Collaborative Entity while dealing with prospective costumers shall clearly identify himself & disclose the identity of the Company including address of the place of business of the Company, nature of products manufactured and/or sold by the Company, and also clearly communicate and/ or disclose to the prospective customers its associated risks and benefits of the products of the Company.
- 4.2. The Collaborative Entity shall provide accurate and complete information with respect to demonstration of the product of the Company, its prices, terms of payment, return, exchange, refund policy to the prospective customers & shall not in any way conceal any material information about the products of the Company.
- 4.3. The Collaborative Entity shall provide his identity card issued by the Company to the prospective customer prior to carrying out any sale for and on behalf of the Company and shall also show/display “Brochure” of the Company which would contain a brief description of the Company & description of the products of the Company as and when demanded by the prospective customer.
- 4.4. The Collaborative Entity shall prior to the conclusion of sale with the prospective customer disclose the total consideration amount which would be paid to the company, in case, the prospective customers agree to purchase the products of the Company. The Collaborative Entity shall also disclose country of origin of the products of the Company & shall provide right

to inspection, if the prospective customer so desires, of the products of the company at a mutually agreeable place and time as may be decided between the prospective customer and the Collaborative Entity.

4.5. The Collaborative Entity shall have a limited right to persuade the prospective customers to purchase the products of the Company and shall in no means whatsoever use any coercive and/or unfair trade practices which would directly and/or indirectly affect the business of the company while dealing with the prospective customers. Any contravention of this clause shall be the sole responsibility of the Collaborative Entity and the Company shall not be in any way responsible for the same.

4.6. It shall be the duty of the Collaborative Entity to protect all personal sensitive information provided by the prospective customer and shall take reasonable care and precaution that the information as provided shall not be disclosed to any third party excluding the Company which may be adversarial to the interests of the prospective customers. Any contravention of the Collaborative Entity in respect of the present clause shall be the sole responsibility of the Collaborative Entity and the Company shall not be in any way responsible for the same.

4.7. The Collaborative Entity shall not:

- a. Visit the prospective customers premises without the identity card and brochure as provided by the Company and also shall not visit the premises of the prospective customers without prior appointment convenient to the prospective customers.

- b. Shall not provide any prospect/brochure and/or any fake description of the products which have not been approved by the Company.
- c. In pursuance of a sale, make any claims that are not consistent with the statements/product information of the products authorized by the company.
- d. In pursuance of a sale, shall not mislead prospective customers in purchasing the products of the company by providing any information which are inconsistent to the claims of utility of the products manufactured by the company.
- e. Shall not receive and/or demand any sale consideration or any part of it pursuant to the sale of the products of the Company in cash and/or in kind in his personal and/or affiliates bank account. It shall be an irrevocable obligation of the Collaborative Entity to provide the bank details of the Company for the transfer of sale consideration of the products of the Company.
- f. Shall not demand any token money/earnest money from the prospective customers for the products ordered.
- g. Shall not sell the product above the Maximum Retail Price (MRP) and/or below the selling price as specified by the company in respect of products of the company from time to time.
- h. Shall not in any way put to sale the products of the Company through any E-Commerce medium and/or platform.

- i. Shall not disparage and/or defame the Company in any manner in front of the prospective customers.

4.8. E-Biotorium Network Pvt. Ltd. provides refund to the end consumers and/or to its customers for the same the customers have to raise a refund request within 7 days from the date of delivery to them (along with proof of delivery mentioning date and time of receiving the product), wherein the Company shall refund the amount paid by the customers within 7 working days from the date of refund request made by the customer.

4.9. E-Biotorium Network Pvt. Ltd. does not provide any warranty and/or guarantee and/or refund and/or replacement and/or return of the product after 7 days from the date of purchase of such products, the company hereby undertakes to refund the entire amount paid by the Customer within 7 working days from the date of return and/or refund request made by the Customer along with transportation charges as may have been incurred by the Distributor for the delivery of such products.

4.10. While making the request for refund of the product, a videography is to be done from all corner of the packaging of the product meaning whereby the packaging should not be tampered before opening the package and the same has to be sent with the request.

4.11. All E-Biotorium Network Pvt. Ltd. products are 100% natural, additional/alternative therapy products for external support and use only.

4.12. Products as offered by the Company help for providing health benefits, which may not be tangible and/or apportioned and/or visibly seen we also do not instruct and/or advise to alter and/or modify and/or change any

medicines/prescriptions/medical treatments as recommended to you by your concerned doctor

- 4.13. It shall be necessarily communicated to the prospective customers that the Company does not provide any insurance, installment or credit payment scheme for the products sold by the Company. Any such representation made by the Collaborative Entity shall be void and the Company shall not be in any way liable to be obliged by the same.
- 4.14. It shall be necessarily communicated to the prospective customers that they shall be solely responsible for the products bought after inspection of the products of the Company. Notwithstanding, in case, the goods tend to be defective, prospective customers would always have the option to not accept the products in its defective condition of which loss shall be borne by the Collaborative Entity if the goods were not defective during the inspection of the Collaborative Entity during pick-up from authorized centers of the Company.
- 4.15. It shall be necessarily communicated to the prospective customers that though the products as offered by the Company helps for providing health benefits, which may not be tangible and/or apportioned and/or visibly seen, the prospective customer shall not in any way alter and/or modify and/or change any medicines/prescriptions/medical treatments as recommended to the prospective customers by the concerned doctor as may be hired by the prospective customer. Any deviations from the responsibility as specified in this clause shall be the sole responsibility of the Collaborative Entity and the Company shall not in any way be responsible for the same.
- 4.16. It shall be communicated to the prospective customers by the Collaborative Entity that any claims made with respect to

delivery of the goods shall always be subjected to availability of stock of the products ordered by the prospective customers with the Company and the authorized centers of the Company.

4.17. The Collaborative entity shall after the confirmation of the order by the prospective customers shall be required to do the following-

- a. Immediately contact the company & enquire about the availability of the stock of the product ordered by the prospective customers. In case of non-availability, the same shall immediately be informed to the prospective customer without any delay or demur.
- b. In case of availability, procure the product from the pickup centers authorized by the Company. During such procurement from authorized pickup centers, the Collaborative Entity shall necessarily carry out thorough inspection of the products for any defects of whatsoever nature. It shall be only upon satisfaction of such inspection; that the Collaborative Entity shall accept the delivery of product from authorized pickup centers of the company.
- c. After such procurement upon satisfaction by the Collaborative Entity, he shall deliver the product to the prospective customers through any mode as may be desirable to the Collaborative Entity. Notwithstanding anything, the Company shall not be in any way be responsible for any damage of whatsoever nature to the products during the transit from the authorized pickup centers of the Company. If any damage is caused to the products as ordered by the prospective customers during transit, the Collaborative Entity shall be solely responsible for the same & the company shall not in any way be asked

to replace/repair/refurbish the products of the company. Any loss caused during transit shall be borne by the Collaborative Entity.

- d. Upon delivery to the prospective customer, the Collaborative Entity shall necessarily ask the prospective customer and/or its agents as may be specifically assigned by the prospective customer to inspect the product delivered for any defects of whatsoever nature. The Collaborative Entity shall further communicate to the prospective customer, that after necessary inspection, the prospective customer shall only purchase the product after due inspection. After due inspection, if the said products as ordered are accepted, the prospective customer shall be liable to waive off any right of refund and/or replacement and/or return from the Company.

- e. Upon acceptance of product, the Collaborative Entity shall provide the Bank details of the Company for immediate IMPS/NEFT and/or any other mode of instant transfer for the payment of consideration towards the products sold by the Collaborative Entity. It shall be responsibility of the Collaborative Entity to ensure that the consideration of the products sold is received by the Company and only upon such receipt by the Company, the Collaborative Entity shall handover the possession and/or ownership of the products to the prospective customer.

4.14 The Collaborative entity shall take following precautions:

- a) That the Collaborative entity upon receiving the Product Pin, Activation Pin, User ID, OTP, Bank Transaction ID, and other personal details of himself or prospective

customer, shall not share the same with any third person including his family members, servants, agents or any other trustees.

- b) That on failure to oblige by the aforesaid clause, in the event of any loss occurred to the Collaborative entity, Company shall not be liable and/or be held responsible for the same, Collaborative entity shall have to bear the entire loss in respect thereof.
- c) That on failure to oblige by the aforesaid clause, it shall be assumed by the Company that the Collaborative entity has conspired a criminal activity against the Company to cause damage to the reputation of the Company thereby resulting in financial loss which shall be recovered by the Company by way of initiating legal proceedings against the Collaborative entity before the court of competent jurisdiction.

5. **OBLIGATIONS OF THE COMPANY:**

5.1. The Company shall provide upon execution of this Agreement an identity card to the Collaborative Entity which shall necessarily contain the name, address of the Collaborative Entity, Identity of the Company including address of the place of business of the Company. The Company shall also provide a Brochure of the business of the

Company to the Collaborative Entity for the purposes of conducting business of the Company.

- 5.2. The Company shall provide accurate and complete information with respect to demonstration of the products of the Company, its prices, terms of payment, return, exchange, refund policy to the Collaborative Entity which can then be communicated to prospective customers.
- 5.3. It shall be immediately upon execution of the Agreement communicated to the Collaborative Entity that the Company does not provide any warranty and/or guarantee of whatsoever nature of its products. In pursuance of the same, it shall be duty of the Collaborative Entity to compulsorily make known to the prospective customers of the said policy of the company with reference to warranty and/or guarantee while dealing with the prospective customers.
- 5.4. It shall be immediately upon execution of the Agreement communicated to the Collaborative Entity that the Company does not provide any insurance, installment or credit payment scheme for the products sold by the Company. It shall be necessarily instructed by the Company to the Collaborative Entity to not make any claims with reference to the above.
- 5.5. It shall be immediately upon execution of the Agreement be the duty of the Company to guide and inform its Collaborative Entity that the products as offered by the Company help for providing health benefits, which may not be tangible and/or apportioned and/or visibly seen. It shall also be communicated to the Collaborative Entity that the prospective customers shall not be in any way be instructed and/or advised by the Collaborative Entity to alter and/or modify and/or change any

medicines/prescriptions/medical treatments as recommended to the prospective customers by the concerned doctor as may be hired by the prospective customer.

- 5.6. It shall be communicated to the Collaborative Entity by the Company that any claims made with respect to delivery of the goods shall always be subjected to availability of stock of the products ordered by the prospective customers with the Company.

6. PAYMENT TO THE COLLABORATIVE ENTITY:

- 6.1. The company shall pay to the collaborative entity a bonus on the basis of the sales performance as made by the collaborative entity after every 12 hours.
- 6.2. Bonus paid to the collaborative entity depends on the company policy and upon the type products sold and also depends on the price on which the said product has been sold by such collaborative entity.
- 6.3. The company may change its policy for payment of the bonus without prior notice to the collaborative entity and that the collaborative entity hereby agrees to accept the same.

7. INTELLECTUAL PROPERTY:

- 7.1. The Company shall be the sole owner of all the Confidential Information & Intellectual Property and all patents, patent rights, copyrights, trade secret rights, trade mark rights and

other rights anywhere in the world in this connection. The Collaborative Entity hereby agrees to hold in confidence and not to directly or indirectly use or disclose, either during or after termination this Agreement with the Company, any Confidential Information he/she obtains or creates during the period of collaboration, whether or not during working hours, except to the extent authorized by the Company or until such Confidential Information becomes generally known. The Collaborative Entity hereby agrees not to make copies of such Confidential Information except as authorized by the Company, and hereby assigns to the Company any and all rights, title and interest he/she may have or acquire in such Confidential Information. Upon termination of this Agreement or upon an earlier request of the Company, the

7.2. Collaborative Entity will return or deliver to the Company all tangible forms of such Confidential Information in his/her possession or control, including but not limited to drawings, specifications, documents, records, devices, models or any other material and copies or reproductions thereof.

8. **OTHER CLAUSES:**

8.1. Collaborative Entity is not an employee of the Company and shall not be entitled to any employee's benefits. Collaborative Entity shall be responsible for paying all taxes whether direct or indirect including but not limited to Income Tax, GST and other taxes chargeable to Collaborative Entity on amounts earned hereunder. All Legal, Statutory, Financial and other obligations associated with Collaborative Entity's business / income shall be the sole responsibility of the Collaborative

Entity.

- 8.2. It is made and understood in very clear terms that a Collaborative Entity 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.
- 8.3. The Company reserves its right to withhold/block/ suspend the rights and privileges of the Collaborative Entity if he/she fails to provide any details as desired by the Company from time to time.
- 8.4. Collaborative Entity is prohibited from listing, marketing, advertising, promoting, discussing, or selling products / services, or the business opportunity on any website / online portal / mobile application / online forum or any other online medium.
- 8.5. Collaborative Entity shall not repackage, or otherwise change or alter any of the packaging labels of Company's Products.
- 8.6. Collaborative Entity shall not by any means disparage/defame the products of the Company as well as the Company and/or its directors, Managers, Key Managerial Personnel either during the continuance of this Agreement and after the termination of this Agreement for any reasons whatsoever. Any such action by the Collaborative Entity shall be liable to prosecution by the Company under civil and/or criminal laws

prevailing within India.

8.7. Collaborative Entity is an independent distributor, and nothing contained in this agreement shall be construed to the following.

- a. Give any party the power to direct and control the day-to-day activities the other party.
- b. Constitute the parties as anything else but only independent entities including but not limited to partners, agencies, joint ventures, co-owners.
- c. Allow Collaborative Entity to create or assume any obligation on behalf of Company for any purpose whatsoever.

9. **MODIFICATION OF THIS AGREEMENT:**

9.1. Notwithstanding anything stated or provided herein, Company reserves the complete rights and discretion to modify, amend, alter, or vary the terms and conditions, products, services, marketing plan, compensation plan/method, incentive plan/method and any other policies at any time 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 Collaborative Entity from the date of such modification/notification. If the Collaborative Entity does not agree to such amendment, he/she may terminate his/her rights, benefits and privileges as a Collaborative Entity within 15 days of publication of such modification/notification by giving a written notice to the Company to such effect. Without

any objection to such modifications/alterations it shall be deemed that he/she has accepted all modifications and amendments in the terms & conditions of this agreement.

10. **INDEMNIFICATION:**

10.1. The Collaborative Entity shall hereby indemnify the company, its employees, directors, agents, and each of their Affiliates (the "Indemnified Parties") 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 but not limited to reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, lawsuit or proceeding) (hereinafter referred to as "Loss") incurred or suffered by the Indemnified Parties and arising out of or relating to any misrepresentation, negligence, malfeasant acts or breach of warranty / trust to be performed by the Collaborative Entity pursuant to this agreement.

11. **TERMINATION:**

11.1. The company is free to review the performance of any Collaborative Entity at timely intervals. Any Collaborative Entity 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 of this agreement is liable to be terminated. The Company shall issue a notice to the Collaborative Entity who is found liable for termination, after 30(15) days of the issuance of such notice this agreement shall be terminated.

11.2. The system will terminate the ID of direct sellers who establish

a partnership subsequent to their date of registration on the Company's website. The Company will solely consider partnerships formed prior to the date of registration. The company reserves the authority to terminate the ID of direct sellers who form a partnership after their registration on the Company's website.

11.3. The Company shall be at complete liberty to terminate this agreement and devoid the Collaborative Entity of their benefits, rights and privileges in occurrence of any of the following event(s):

- a. Where a Collaborative Entity is found to have made no purchases by himself/herself of products and services for a period of 3 months since the date of joining the Company as a Collaborative Entity or where there are no purchases by himself/herself of products or services for a continuous period of 3 months since the date of the last purchases made, their ID will be temporarily disabled.
- b. In case where a Collaborative Entity's ID has been inactive for a continuous period of 375 days, their ID will be terminated permanently and their data will be removed from the system automatically.
- c. Where a Collaborative Entity fails to comply with any terms and conditions of this agreement.
- d. Where information given by Collaborative Entity is found to be wrong/false/misleading intentionally or otherwise.
- e. Where Collaborative Entity is no longer the citizen of The Republic of India.

- f. Where Collaborative Entity is convicted of an offence with punishable imprisonment of whatever term.
- g. Where Collaborative Entity resigns voluntarily.
- h. Where Collaborative Entity provides the same bank details with fake name and false KYC details.
- i. Where a Collaborative Entity being associated with its upline member joins another upline member without the appropriate process of resignation.
- j. Where a Collaborative Entity after providing resignation to its upline member joins another upline member before the cooling off period of 90 Days.
- k. Where a Collaborative Entity fails to provide its KYC details and cancelled cheque.
- l. Direct Sellers are granted a period of 5 days / 120 hours from the date of obtaining their red ID to activate it and obtain a green ID. Failure to activate their red ID within this specified 5-day period will result in the permanent termination of the red ID and the Direct Seller will not be eligible to receive Family Bonus. The company retains complete and exclusive rights to the red ID in such instances, and no claims or appeals for reactivation will be entertained thereafter. Direct sellers are responsible for ensuring timely activation of their red ID, and any consequences arising from failure to do so are solely the responsibility of the Direct seller.

- m. Direct Sellers possessing a green ID, whose income has remained consistently zero for a continuous period of 375 days on their green ID, shall be considered 'non-performers.' The system will permanently terminate the ID of such non-performers automatically and their data will be permanently removed from our system's records.

12. TEAM CHANGE AND PAN CARD REMOVAL:

In the event that a Direct Seller elects to modify their existing team or discontinue their association with their current team, the following conditions shall apply:

- 12.1. The Direct Seller may voluntarily seek the removal of their PAN card if they no longer wish to remain with their current team or intend to switch teams due to any circumstances. It is explicitly acknowledged that the company neither mandates nor coerces any Direct Seller to change or switch teams; such decisions are solely at the discretion of the Direct Seller. Following the removal of the PAN card, all Direct Sellers are obligated to undergo the registration process again.
- 12.2. In a special case scenario, wherein the Sponsor's income of a Direct Seller remains zero for a continuous period of 35 days, the Direct Seller may apply for the removal of their Distributor ID and request a team change. Such requests must be accompanied by evidence of their Sponsor's income as a special case consideration. The system will automatically allocate a new team to the Direct Seller in such scenarios.

13.SPOUSAL SPONSORSHIP:

- a.** Direct sellers are allowed to sponsor their spouses, but only within their own network structure. This means that a direct seller can introduce their spouse to the business but cannot do so in a different network.

- b.** Prohibiting sponsorship in different networks is crucial to prevent unfair practices and business loss. It ensures that each network operates independently, fostering healthy competition and preventing any potential conflicts of interest.

- c.** The primary goal of this restriction is to maintain the integrity of the network structure. By allowing spouses to be sponsored only within their own network, the company aims to create a level playing field for all direct sellers.

13.1 Network Integrity:

- a.** This point reinforces the concept that each direct seller operates within their own network and that cross-network sponsorships are strictly forbidden. This rule is in place to maintain the structural integrity of the business model.

- b.** E-Biotorium Network Pvt. Ltd. reserves the right to investigate any suspected violations and take appropriate action, which may include terminating the contract of direct sellers found in breach of this clause.

13.2 **Business Conduct:**

Direct sellers are expected to conduct their business with the utmost integrity and in compliance with all applicable laws and regulations. This includes adhering to the spousal sponsorship rules. The provision against deceptive practices, especially those attempting to bypass the spousal sponsorship restrictions, emphasizes the company's commitment to ethical business conduct.

13.3 **Termination:**

Violation of the terms and conditions can lead to the termination of the direct seller's contract with E-Biotorium Network Pvt. Ltd. Termination serves as a consequence for those who fail to comply with the established rules, ensuring accountability and maintaining a high standard of business conduct within the network.

13.4 **Amendments:**

The company reserves the right to amend the terms and conditions at any time. Direct sellers will be informed of any changes, and it is their responsibility to stay updated and comply with the revised terms. This clause allows the company to adapt to evolving business needs while keeping direct sellers informed and involved in the process.

14.NOTICES:

- 14.1. Any notice and other communications provided for in this Agreement shall be in writing and shall be sent prepaid registered post with acknowledgement due or speed post, in the manner as elected by the Party giving such notice at the address details stated below.
- 14.2. The relevant address of each Party for the purposes of receipt of notices and communications under this Agreement shall be the addresses as set out in the respective parties' title clauses to this Agreement.
- 14.3. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other not less than 30 (Thirty) days prior written notice thereof and till such written intimation, any notice/communication transmitted at the last known address shall be valid and good service.

15.GOVERING LAW AND DISPUTE RESOLUTION:

This Agreement shall be governed by, interpreted and construed in accordance with the laws of India, as applicable

to the State of Maharashtra and shall be subject to the exclusive jurisdiction of competent courts of Thane City.

16. DECLARATION BY THE COLLABORATIVE ENTITY:

By registering yourself with the company you hereby declare that;

- 16.1. You are of or above 18 years of age, you are an Indian Citizen and that you have provided the required information accurately. You have documents to support this declaration and information that you have provided.
- 16.2. You have read and understood the terms and conditions for appointment as a Collaborative Entity of the Company under this Agreement and understands that by submitting this declaration you will be entering into a non-transferable binding agreement as per the Indian Contract Act 1872 and you shall be terminated if you do not adhere to these terms
- 16.3. You declare that you have not been given any assurance or promise or inducement by the Company or its Directors or the Collaborative Entity who is introducing you in regard to any fixed income incentive, prize or benefit on account of any purchase and you have applied to appoint yourself as a Collaborative Entity on your own volition.
- 16.4. You shall not publish any information or claim which is not in accordance with the company and you shall not sell / list / publish any product / service or packages on any digital /

online platform.

- 16.5. You have clearly understood that eligibility of income exclusively depends on your performance in business volume as per the marketing method / plan, compensation method / plan.
- 16.6. You further agree that the company reserves the right to change the marketing method / plan, compensation method / plan at any point of time without any prior notice.
- 16.7. You have been informed and explained clearly about the Company's various offerings, its policies and activities along with Return Policy, Exchange Policy, Refund Policy, Privacy Policy by the company and you have understood them and agree to these terms stated in the above-mentioned agreement & shall not dispute the same.

17. OUTSIDE AFFILIATION TERMINATION PROTOCOL FOR E-BIOTORIUM NETWORK PRIVATE LIMITED DIRECT SELLERS:

- 17.1. In the event that any direct seller associated with E-Biotorium Network Private Limited is discovered to be concurrently engaged in employment or network marketing with any other similar company affiliated with the Direct Selling Industry, E-Biotorium Network Private Limited reserves the right to permanently terminate their ID immediately. Upon the termination of the ID, the company will issue a Show Cause notice to the direct seller. Subsequently, direct sellers who receive a Show Cause notice are required to respond within a timeframe of 48 hours to 7

working days, through both online and offline channels. Failure to provide a timely and satisfactory response may result in further actions as deemed appropriate by E-Biotorium Network Private Limited, in accordance with the company policy.

18. **INCOME THRESHOLD REPURCHASE CONDITIONS:**

18.1. All Direct Sellers in E-Biotorium Network Private Limited are required to purchase a product with a minimum Point Value (PV) of 50 following every earnings accumulation of Rs. 1,05,000 or more. Once an income threshold of Rs. 1,05,000 is reached, the distributor panel will be temporarily blocked until the Direct Seller fulfills the mandatory purchase of a product worth 50 PV minimum. During this period, there will be no upper limit on the quantity of products that can be purchased.

19. **MISCELLANEOUS PROVISIONS:**

19.1. Non-Waiver: No delay, forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement by the other Party shall in any way affect, diminish or prejudice the right of such formerly mentioned Party to require performance of that provision by the latter. Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

- 19.2. Cumulative Rights: All remedies of either Party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently. These rights of the Company herein provided, shall be without prejudice to the right and remedies available to the Company under the Applicable Law and in equity.
- 19.3. Entirety: This Agreement constitutes the entire agreement between the Company and the Collaborative Entity with respect to the subject matter hereof to the exclusion of and shall supersede all other prior documents including term sheet/s, letter/s of intent, agreement/s, arrangement/s, understanding/s and assurance/s, either written or oral or vide exchange of emails (including exchange of drafts vide email), existing or proposed, between the Company and the Collaborative Entity or their representatives, relating to the subject matter hereof. The Company and the Collaborative Entity hereby expressly waive any and all the surviving terms contained in any and all of the abovementioned agreements, arrangements, understanding and assurances, either written or oral or existing or proposed.
- 19.4. Partial Invalidity: If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any Applicable Law or regulation or government policy, then and in such an event, the remainder of this Agreement; and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each

provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the Applicable Law. Any invalid or unenforceable provision of this Agreement shall be replaced by the Parties in good faith with a provision, which is valid and enforceable and which most nearly reflects the original intent of the unenforceable provision.

19.5. Act of God Event: 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, lockdowns, pandemics, 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, labor dispute, strike, lockout or interruption or failure of electricity, server failure, cyberattack, Technology or allied constraints, Raw Material Supply Constraint, or any type of redirection by Government (Central and / or State), local Authority or any other government department.

19.6. Binding Nature: This agreement shall have the same effect as if this agreement has been executed between the parties physically and/or in person and shall be binding upon the parties and shall be legally enforceable in the court of law.

19.7. All the articles, Identity Card and Brochures provided by the company shall be chargeable as per its cost which shall be

decided by the company and which may change from time to time as per company policies.

This Agreement shall be binding on the Parties hereto and all persons claiming through or under them. None of the parties shall have or claim any right (whether during the subsistence of this Agreement or thereafter) which is not covered in, or which is inconsistent with, this Agreement and none of the Parties shall make any representation to or contract with any person contrary to what is provided herein.

- 19.8. Failure to link your PAN Card with your Aadhar card will result in a 20% TDS deduction on all applicable transactions. The onus is on the individual to ensure the linkage is completed in a timely manner to avoid such deductions. Furthermore, if the individual links their PAN & Aadhar card in the middle of the month, the 20% deduction period will continue till the 1st date of the following month.