

Dhanwantari Distributors Pvt Ltd. Marketing Protocol

Terms & Conditions

I. Independent Direct Seller

1. The applicant shall act as an Independent Direct Seller, herein after referred to as “IDS” or “IBD” for Dhanwantari Distributors Pvt. Ltd., herein after referred to as the said “Company”. The applicant must be a major (18 years) on the date of application in order to be eligible to become IDS of the said Company and enter into contract as provided in the ‘Indian Contract Act’.

2. This document including the IDS (Independent Direct Seller) Application overleaf shall be fully completed and signed by the applicant and accepted by Dhanwantari Distributed Pvt. Ltd. The IDS Agreement (“Agreement”) between Dhanwantari Distributor Pvt. Ltd. and the applicant(s) whose signature and other identification data appear overleaf.

3. The applicant has to submit scan copy of Adhaar Card/ Driving License/ Voter ID Card/ Passport or any other document issued by Government which defines his personal identity & residential address. Copy of Residential address proof, PAN card & copy of cancelled check (to authenticate his/her bank account details for transferring commissions/ incentives) is mandatory along with IDS application.

4. This application/agreement form is considered as an authentic and legal binding document. This contract is between the applicant (herein after referred to as “IDS”) and “Dhanwantari Distributors Pvt Ltd” (herein after referred to as “Company”). If the applicant agrees to adhere to and abide by the conditions mentioned hereunder, he/she shall become IDS on purchase of any product. There is no joining fee. The company reserves the right to modify and amend these rules & regulations and code of ethics from time to time. Thus modification/change in rules & regulations and code of ethics will be informed to all the Direct Sellers through company website “www.dhanwantari.com” and it will be binding on all IDS of the company.

II. IDS Business Rules

1. The Business Opportunity is purely optional and IDS is not compelled to bring or Sponsor any other IDS. She/he can do so if they wish for their own gain.

2. IDS hereby confirm that he/she has entered into this Agreement as an Independent Direct Seller. Nothing in this Agreement shall establish as employment, or any other labor relationship between the IDS and the Company, and nothing shall establish the Direct Seller’s position as a partner, procurer, broker, and / or representative of the Company.

3. When purchasing and selling the company’s products, the IDS shall act as an Independent Direct Seller, acting in his/her own name, at his/her own Responsibility and for his/her account and the Company shall not liable for the same.

4. IDS hereby agrees to become the Company’s IDS and to participate in its Compensation/commission Plan as chosen by him/her which is understood by him / her in their vernacular language & agree to abide with the same.

5. IDS will not use the Company Trade-name or trademark without written consent by

the company. IDS is however permitted to promote the same through his/her personal contacts & word of mouth.

6. The Company will make all payment of commissions through account payee cheques drawn in favor to The IDS or transfer the said amount into the IDS'S Bank account , after deduction of all applicable taxes and statutory requirements as Govt. Rules.

7. The Company shall as and when required at its option and sole discretion amend the Rules, Regulation, Policies & Procedures and Terms & Conditions of this Business Relationship and shall notify any amendments, alterations, deletions or additions by updating in the Rule Book and/or its website. It is the Direct Seller's responsibility to keep track of the same.

8. All disputes are subject to Satara Jurisdiction. The Company shall have liberty to terminate this contract with IDS, in pursuance of the reasons mentioned above. So also any other reasons, the company may deem fit. The company shall not be in any way liable to disclose any reason/ cause to IDS for termination of this contract, if the Company is of the opinion that the provisions of the Rules of conduct are not being followed and/or any anti-Company activities are being carried out by IDS.

9. All compensation/commissions are based on the product sales or purchase. There is no joining fee.

10. Buy Back Policy: The IDS has right to return the product within 30 days of time period if not satisfied with the purchase, provided that the product must be in seal & salable condition.

11. Cooling off Period: The Direct Seller may repudiate the agreement without being subject to penalty for breach of contract within the period of thirty days.

12. Any partnership, proprietorship or limited company when apply for distributorship shall be registered under a duly appointed representative.

13. The applicant must personally and completely fill up and sign the prescribed application form clearly and legibly in BLOCK letters to signify his/her acceptance of all the terms of the rules and regulations of the company.

14. No existing IDS shall be allowed to re-enter as IDS at any circumstances by any IDS at any hierarchy. If found , such IDS will be terminated with immediate effect without any compensation and notice.

15. The Company has not authorized any IDS of the company to receive any amount either in cash or by check /demand draft on behalf of the company towards IDS fee or purchase of products. All such purchases should take place only in the company approved stockiest, State stockiest or in the Company Regional Offices.

16. The IDS will be eligible for incentives or commission only as per the volume of business done by him/her as stipulated in the business plan. The company does not assure any incentive or income to the distributor on merely account of his/her joining in the company.

17. The company always reserves the right to reject any IDS application at its own discretion.

18. The applicant shall ensure that all the information furnished in the IDS application form is correct and properly entered. If at all the information furnished by the distributor is found to be false/ incorrect, the company shall have right to initiate appropriate legal proceedings against such applicant.

19. Any request for correction of information after IDS registration with the company will

not be entertained strictly.

20. The company will not be answerable for any promise, assurance given with by any IDS to any person. Hence, the applicant should go through the company website “www.dhanwantari.com”, business brochures and notice issued by the company before entering into IDS Business.

21. The company will approve the IDS by issuing an official receipt and an online registration, which will carry the password and an identification number known as “IDS ID”. This IDS ID will be referred in all his/her transactions and correspondence with the company. The IDS ID cannot be altered at any later point of time. It shall be sole responsibility of the IDS to keep secrecy of the IDS ID. The Company shall not be responsible for any misuse or unauthorized use of IDS ID.

22. The company will, in no case, entertain any communication without IDS ID.

23. The company reserves the right to track IDS activity by both IP Address as well as individual browser activity.

III. IDS Duties & Responsibilities:

1. IDS is an independent Direct Seller. Hence, he/she is not an employee, agent or representative of the company.

2. IDS shall not use Company name, Logo, Slogan, Trademarks, and Trade names without the company’s consent.

3. No IDS shall conduct unauthorized seminars, meetings or assembly that is not in line with the business ethics of the company. Any IDS found to have been engaged in discriminating or including others to complain against the company’s procedures, rules and regulations, he/she will be terminated with immediate effect without notice.

4. The company products have no therapeutic claims. All IDS, stockiest and state stockiest herein undertake to shoulder all responsibilities, liabilities and damages that may arise of any misrepresentation, over-claim or concealment regarding the true nature of company products.

5. The IDS do hereby agree that he shall not disclose any confidential information received during course of business. So also the IDS shall not solicit any members of the company.

6. The IDS shall not make any adverse remarks, statements against the company. If at all it is found by the company that the IDS has made any adverse remarks against the company, the company shall have right to initiate legal proceedings, so also shall have right to demand compensation for the same.

7. If IDS has sponsored people in this business, means his/her down line, then it is IDS duty & responsibility to provide them services in the form of product supply, product information, schemes launched by the company at various times, information regarding any changes in commission plan & to take care about any difficulties in product selling. Active participation in this matter is compulsory for IDS.. If there is any written complaint against IDS, then IDS Code will be terminated/ Suspended/ discontinued from the company with immediate effect.

IV. Transfer of distributorship:

1. Application for change of sponsor or for the transfer of personal/group sales is strictly Prohibited.

V. Termination of Distributorship:

1. All IDS, stockiest and state-stockiest should be bounded to Rules & Regulations and Code of Ethics of the Company & if anyone is found guilty of not following the same, then he/she will be terminated from the company with immediate effect.
2. The Company reserves all rights to terminate IDS. Once IDS is terminated, he/she shall not enter any of the company premises/meeting locations and his/her incentives/commission will be stopped immediately.
3. The IDS will be terminated if IDS is found to have made no sales of goods for a period of three months since the agreement contract was entered into, or since the last date of the last sale made by the IDS.

VI. Death & Inheritance:

The legal heir/s shall submit a certified copy of legal heir certificate to the company stating their request to replace the deceased distributor. The Company has the right to approve/disapprove the request upon proper evaluation.

VII. Prohibited business practices:

1. Under-cutting: Selling of the company's products in the market at a discounted price below the prescribed price rate is strictly prohibited. Over-pricing ; Selling the company products in the market above MRP rate is strictly prohibited.
2. Cross Sponsoring: Re-registration under other sponsor/up line in the same name or in name of blood relation (Wife, Children, Father, Mother, Brother) is strictly prohibited.
3. Pirating: Convincing, enticing or inviting co-IDS to join other MLM/directselling company is strictly prohibited.
4. Dummies/False Representative(s): Registration of dummies or false representative(s) is strictly prohibited. The Company reserves the right to terminate such IDS found guilty for committing above such prohibited business practices with immediate effect without any notice. The company reserves the right to suspend/cancel any commission or incentive(s) generated through the use of dummies/false representative(s).

VIII. Commission (Incentives) & Payout:

1. Commissions (Incentives) are based on the performance of the IDS as per the compensation plan.
2. Commissions (Incentives) will be paid through bank account transfer or by A/C payee check as per the information provided by the IDS. The company will not be

responsible for any delay or loss due to the wrong or incorrect bank details provided by the IDS.

3. If the IDS could not provide complete and correct bank details, the accrued commissions (incentive) will not transfer and it will be on hold with the company. Any such commissions hold by the company for more than three months will be forfeited automatically. No IDS can claim after such forfeiture.

4. Commission statements are system generated & it can be downloaded or printed from the IDS login at the company website.

5. The company reserves the right to hold and cancel the IDS /stockiest/state stockiest commission(incentives) against any receivable from such IDS /stockiest/state stockiest to the company.

X. Taxation

1. The IDS has to provide sales bill & receipt to the end user.

2. The IDS shall maintain proper book of accounts stating the details of products, price, tax & the quality & such other details in respect of the goods sold by him/her, in such form as per the applicable law.

3. All taxes and fees that may be required by the government to carry out IDS business are to be shouldered by the IDS. Supervision charges at five percent of IDS commission will be levied.

4. TDS will be deducted as per the Income Tax Act.

X. Legal

1. The rules & regulations mentioned above shall be governed in accordance with the Law in force in the territories of India. Disputes, if any arise, shall be subject to the exclusive jurisdiction of the Court of Satara.

2. If any dispute or difference arises between the parties here to affect the business or interpretation of any terms and conditions or as to incentives, income etc. relating to the business of the company, the same shall be referred to arbitration and the arbitration shall be governed by the 'Arbitration and Conciliation Act, 1996'.

3. The company reserves the right to modify/change the business plan without prior notice. Its effect will reflect on website www.dhanwantari.com and it will be binding on the IDS of the company.

4. The company reserves rights to suspend/discontinue/terminate the IDS unilaterally, without any notice.

5. The IDS shall have no claims of whatsoever notice against the company, against his/her termination.

6. All claims/complaints are subject to Jurisdiction of Satara Court, where the registered office of the company is situated.

7. The company reserves the right to call upon IDS to furnish his explanation or show cause regarding any complaints received against the IDS.

8. The IDS shall not indulge themselves into collection of money in the name of company, declare any awards/rewards in the name of company, make any claims in the name of the company, without written permission of the company.

9. The IDS shall not alter/amend/add the Official Business Plan received by the company.

10. Sole discretion of the company to accept or refuse the New IDS application

11. Exclusive right of the company to hold/withdraw/ join the entire down-line to other competent up-line, distribute the accumulated & future commissions/incentives/awards/rewards of the IDS under suspension or termination.

12. Exclusive right of the company to add/alter/change/rescind/ terminate the business plan without any notice

13. Unfettered & sole discretely right of the company to suspend /terminate/ban from business to any ID/ IDS acting prejudicial to the interest of the company & the business.

14. The IDS shall not entitle to carry on any other business, business plan, business model, business structure, product business similar to that of Dhanwantari Distributors Pvt. Ltd ; and any IDS found contravening the same , if there is any complaint to company through down line, the IDS shall be suspended/discontinued/terminated from the company.

15. The company shall not be responsible for acts of any IDS who preach, profess, canvas, sell, teach, represent, reproduce or give information & product not in consonance with the trainings of the company.

16. In case any dispute arising out of the matter filed by any IDS/ customer regarding the training, demo, product properties, plans, protocols as prescribed by the company shall prevail & shall be binding.

17. Any dispute regarding financial transactions, miss- presentation or false commitments regarding product properties, product results, training, demos, business plan , company protocols regarding marketing ; raised by IDS/Customer, shall be sole responsibility of Independent Direct Seller's direct up-line, Pearl, Ruby, Diamond, executive Diamond, Super Executive Diamond & Crown Ambassador.

18. The IDS hereby assures that, he has read & understood the following:

- a) The Nature of Business of Company.
- b) Structure of The Company
- c) Licenses, Permissions, Authentications of the company.
- d) Functioning of the company.

- e) Business Plan & Model of the Company.
- f) Protocol regarding Product properties, usage, handling, storage
- g) Importance of Training sessions conducted from time to time by the company.
- h) Educating the down-line ethics, morals, principles of the company & the business.

CODE OF EHTICS:

As an Independent Direct Seller of Dhanwantari Distributors Pvt Ltd, he/she shall agree to conduct company business according to the following ethical guidelines:

1. He/she shall endeavor to be professional in dealing with co- IDS.
2. He/she shall respect and follow the Code of Ethics and Rules & Regulations, observing it as a guide to the business.
3. He/she shall present the company product and business to the entire client, contacts and prospective IDS with honesty and integrity by using approved company publications and presentations.
4. He/she shall conduct business activities in a manner that will reflect the highest standard of integrity, frankness and responsibility.
5. He/she shall accept and carry out the responsibility as a company IDS & maintain ethical business practice.
6. He/she shall take responsibility to teach and to help to their down lines by teaching the principles and guidelines of the company code of ethics, rules & regulations, product presentation, and compensation plan as a tool to start their way to success.

Thanks For Your Interest in Dhanwantari Distributors Pvt Ltd.