

Dhanwantari Distributors Pvt Ltd. – Marketing Protocol

Terms & Conditions

I. Independent Direct Seller

1.The applicant shall act as an Independent Direct Seller, hereinafter referred to as “IDS” or “IBD “for Dhanwantari Distributors Pvt. Ltd., hereinafter referred to as the said “Company”. The applicant declares that he/she has attained the age of majority (18 years) as on the date of application and is eligible to become an IDS of the Company and to enter into a contract as per the Indian Contract Act, 1872.

2.This document, including the IDS (Independent Direct Seller) Application, must be fully completed and signed or digitally accepted through the Company's website by the applicant and accepted by Dhanwantari Distributors Pvt. Ltd. The IDS Agreement (“Agreement”) is entered into between Dhanwantari Distributors Pvt. Ltd. and the applicant(s) whose signature or digital acceptance and identification details appear on the application

3.The applicant shall submit a scanned copy of their Aadhaar Card, Driving Licence, Voter ID Card, Passport, or any other government-issued document establishing personal identity and residential address and certifies that the documents submitted are true and correct. Submission of residential address proof, PAN card, and a cancelled cheque (to authenticate bank account details for commission/incentive transfers) is mandatory along with the IDS application

4.This application/agreement form constitutes a legally binding document between the applicant (hereinafter referred to as “IDS”) and Dhanwantari Distributors Pvt. Ltd. (hereinafter referred to as “Company”). Upon acceptance of the terms and approval by the Company, the applicant shall become an IDS.

5.Digital Acceptance and Electronic Signature

By checking the box, clicking "I Agree," "Submit," or any other designated button on the online application portal to complete registration, the User: (a) provides a valid electronic signature under applicable law, including the Information Technology Act, 2000; (b) irrevocably accepts and agrees to be legally bound by all the terms and conditions of this Agreement; and (c) acknowledges that no physical or handwritten signature is required for this Agreement to be fully effective and enforceable between the User and the Company.

6. Income Disclaimer (Mandatory as per Direct Selling Guidelines, 2021)

Income Disclaimer (Mandatory – Direct Selling Rules, 2021): The Company Explicitly state that "salaried employment is not offered," as the Direct Selling Rules prohibit representing direct selling as a job opportunity, does not assure or guarantee any fixed, residual, passive, weekly, monthly, salaried, or risk-free income. All commissions, incentives, bonuses, and rewards are strictly based on

actual sales of products to consumers and the independent effort of the IDS (including personal sales, team development, customer acquisition, and product knowledge/service). Earnings vary by individual effort. No IDS is authorized to represent that income is quick, easy, guaranteed, or automatic. Any such claim is prohibited and may result in disciplinary action, including termination. The Company is not responsible for any promise or income guarantee made by an IDS contrary to the official written Compensation Plan.”

7. The IDS shall comply with all applicable laws, including but not limited to those concerning GST, Income Tax, Consumer Protection, the Information Technology Act, and the Direct Selling Rules, 2021.

II. IDS Business Rules

1. The Business Opportunity is purely voluntary and IDS is not compelled to bring or sponsor any other IDS. They may do so if they wish for their own gain.

2.IDS hereby confirms that he/she has entered into this Agreement as an Independent Direct Seller. Nothing in this Agreement shall establish an employment, or any other labour 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.The IDS acts in an independent capacity, in their own name and at their own risk. The Company shall not be liable for any losses arising from the IDS’s independent business activities, such as sales, marketing, etc.

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 and agrees to abide by the same.

5.Commissions are paid by electronic bank transfer (or A/C payee cheque where required) after deduction of applicable taxes and statutory withholdings as per law and the published Compensation Plan.

6.The Company may amend its Rules, Policies, or Compensation Plan in its sole discretion. All amendments will be published on the official website or Rule Book. IDS are responsible for reviewing updates posted online.

7.The Company may suspend or terminate an IDS for prohibited conduct (including misrepresentation, cross-sponsoring, under/over-pricing, IP misuse, confidentiality breach). Except in cases of fraud or urgent risk, the Company will provide an opportunity to respond in line with principles of natural justice.

8.The Company does not charge any joining fee, enrollment fee, renewal fee, compulsory purchase requirement, or entry fee for becoming an IDS. No IDS shall make any purchase mandatory for

qualification, activation, payout eligibility, or team performance.

Any violation shall be treated as misconduct and may attract disciplinary action under Company policy.

9. Buy-Back Policy (30 Days): An IDS may return products within 30 days of purchase if they are unused, sealed, and in saleable condition, subject to the submission of the original invoice and adherence to the return procedure as published by the Company from time to time.

10. Inventory loading is strictly prohibited. No IDS shall be compelled or pressured to purchase products beyond genuine personal use or retail demand. Violations may lead to disciplinary action. IDS may report violations via the Grievance Channel mentioned on Company website.

11. The 30-day cooling-off period starts from the date of digital acceptance. During this period, the IDS may cancel the agreement without penalty and return any products for a full refund as per the Buy-Back Policy.

12. Any partnership, proprietorship, or limited company applying for distributorship must be registered in the name of duly appointed representative.

13. The applicant must personally and completely fill out and sign or digitally accept the prescribed application form, clearly and legibly in "BLOCK" letters, signifying acceptance of all the company's terms, rules, and regulations.

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

15. Single PAN – Single ID Policy: Each individual shall maintain only one IDS ID linked to their PAN. The creation, operation, or support of multiple IDs, including through use of family member documents, is prohibited and shall result in termination.

16. The Company has not authorized any IDS to collect/receive any amount, either in cash or by cheque/demand draft, on behalf of the Company for IDS fees or product purchases. All such purchases must be made only at Company-approved stockiest, State stockiest, or Company Regional Offices.

17. The IDS will be eligible for incentives or commission only as per the volume of business conducted, as stipulated in the published business plan. The Company does not assure any incentive or income to the distributor merely by joining the Company.

18. The Company reserves the right to reject any IDS application at its sole discretion.

19. The applicant shall ensure that all information provided in the IDS application form is correct and accurately entered. If any information is found to be false or incorrect, the Company reserves the right to initiate appropriate legal proceedings against such applicant.

20. Any request for correction of information after IDS registration (Exceptions will be made for legal name changes due to marriage or government decree, provided valid legal documentation is submitted) will not be entertained.

21. The Company will not be responsible for any promise or assurance given by any IDS to any person or other legal entity. Applicants are advised to review the Company website (www.dhanwantari.com), business brochures, and official notices before entering into IDS business.

22. The Company will approve the IDS by issuing an official receipt and online registration, which will include a password and an identification number ("IDS ID"). This IDS ID must be used in all transactions and correspondence with the Company. The IDS ID shall not be altered, modified, or reassigned at any later point. However, the Company reserves the right to suspend, terminate, deactivate, or restructure the downline network and business position associated with such IDS ID in accordance with Company policies, including cases of inactivity, non-performance, complaints, or disciplinary action. It is the sole responsibility of the IDS to maintain the confidentiality of the IDS ID. The Company shall not be responsible for any misuse or unauthorized use of the IDS ID.

23. The Company will not entertain any communication without the IDS ID.

24. The Company reserves the right to track IDS activity by IP address and individual browser activity solely for security, fraud prevention, compliance, and system integrity purposes.

25. IDS shall comply with applicable data protection laws and maintain the confidentiality of all customer, company, and downline information. Breach of this obligation may result in legal action, including civil and criminal liability.

III. IDS Duties & Responsibilities

1. IDS shall not use the Company's name, logo, slogan, trademarks, or trade names without the Company's prior written consent.

2. Marketing & Advertising Policy

All marketing and advertising must utilize only company-approved content and templates. Unauthorized creative materials, altered packaging, misleading before/after images, or unapproved social media advertisements are strictly prohibited and may result in disciplinary action

3. IDS must support their downline with accurate information and approved training. Meetings or seminars may be conducted using Company-approved content and with prior intimation to the Company, whenever required. Any IDS found to have engaged in discrimination or in malicious, false, or deliberately misleading acts, including knowingly inciting others to file baseless or fabricated complaints against the Company's procedures, rules, or regulations with an intent to harm the Company, shall be liable for disciplinary action, including suspension or termination, in accordance with the principles of natural justice.

4.The Company's products do not make therapeutic claims. All IDS, stockiest, and state stockiest undertake to bear all responsibilities, liabilities, and damages arising from any misrepresentation, over-claim, or concealment regarding the true nature of the Company's products.

5.Product Warranty & Safety Compliance: All products of the Company comply with applicable regulatory standards, including the Food Safety and Standard Authority of India (FSSAI) for food items, AYUSH for herbal products, the Legal Metrology Act, and the Cosmetic Rules, 2020. No medical, therapeutic, disease-cure, or treatment claim shall be made unless specifically approved by statutory authorities.

6.The IDS agrees not to disclose any confidential information received during the course of business. The IDS shall not solicit any members of the Company for purposes contrary to this agreement.

7.Non-Solicitation & Anti-Pirating (During Active IDS Status):

During the term of this Agreement, the IDS (including any leader, sponsor, or upline) shall not directly or indirectly solicit, induce, influence, persuade, or attempt to persuade any IDS, downline member, customer, stockiest, or business associate of the Company to resign, disengage, or associate with any other direct selling, MLM, or competing business. Any such act shall be treated as **pirating, misconduct, and breach of trust**, and may result in immediate suspension or termination and further legal action.

8.The IDS shall not make false, malicious, defamatory, or misleading statements intended to harm the reputation or business of the Company. If it is found by the company that the IDS has made any false, malicious, defamatory, or misleading statements against the Company, the Company shall have the right to initiate legal proceedings, and shall have the right to demand compensation for the same.

9.Code of Conduct for Distributors

No IDS shall engage in: Misleading income or product claims, Coercion of prospects, spreading false information, Defamation of competitors, Creating unauthorized pressure for purchases misusing Company name, brand, or intellectual property, IP misuse, manipulating BV or mis-selling. All IDS shall follow ethical business practices at all times.

10. If an IDS has, at their own initiative and risk sponsored individuals (downline), it is the IDS's duty and responsibility to provide support, including product supply, product information, updates on Company schemes, changes in the commission plan, and assistance with product sales. Active participation is required and it is compulsory. Written complaints against an IDS may result in suspension, discontinuation, or termination of IDS status.

11.IDS shall not simultaneously promote or enroll in any other direct selling/MLM program that directly competes with the Company's product categories during their active IDS status and while using Company systems, to avoid conflict of interest. Any violation will result in immediate suspension or termination.

12. Legal Mandate for Compulsory Leader Training:

As per Rule 5(2)(d) of the **Direct Selling Rules, 2021**, every entity must have a Code of Conduct ensuring that its Direct Sellers are provided with adequate training for accurate product/service representation to consumers. To comply with this mandate and ensure ethical governance, the Company's Agreement explicitly makes attendance at its training programs a **compulsory condition** for Leaders. Failure to fulfil this condition constitutes a breach of the Agreement, empowering the Company to withhold associated leadership commissions and incentives, as stipulated in the contractual terms on duties and termination.

13. IDS shall maintain proper books and records for all sales, taxes, and commissions and issue bills/receipts to consumers where applicable under law.

14. IDS shall provide any information with regards to sale, marketing, accounts etc whenever demanded by Company.

IV. Transfer of Distributorship

1. Change of sponsor and transfer or assignment of commissions, rights, or downline is prohibited without prior written approval from the Company. Unauthorized transfers are void and may result in disciplinary action.

2. Leader Exit & Team Reassignment

In the event that any Independent Direct Seller (including any leader, sponsor, or upline) resigns, becomes inactive, is terminated, or otherwise ceases association with the Company, and any downline members under such IDS wish to continue their association with the Company, the Company shall have the sole and absolute right to reassign, reposition, or realign such downline (in whole or in part) under any other upline or structure as deemed appropriate by the Company. Such reassignment shall not constitute cross-sponsoring and the exiting IDS shall have no claim, right, or entitlement over the downline, business volume, or future commissions. The Company's decision in this regard shall be final and binding on IDS as well.

3. Non-Performance and Complaint Based Reassignment

If any Independent Direct Seller (IDS), including any Leader, Sponsor, or Upline, remains inactive, fails to perform business responsibilities, or if written complaints are received regarding non-support, misconduct, or negligence, the Company may, after giving an opportunity to respond, at its sole discretion:

- a) Declare the IDS as non-performing;
- b) Suspend or terminate the IDS status and withhold commissions;
- c) Reassign or realign the downline network under another active IDS for business continuity.

Such reassignment shall not be treated as cross-sponsoring, and the concerned IDS shall have no claim over the reassigned downline or future commissions. The Company's decision shall be final and binding.

4. Business Continuity Protection Clause

For the purpose of business continuity, network stability, and protection of active IDS members and consumers, any restructuring, reassignment, suspension, or repositioning carried out by the Company in good faith under this Agreement shall be deemed an administrative business decision and shall not be construed as loss of employment, loss of property, or entitlement to compensation by the affected IDS.

5. Network Ownership and Business Structure Control

The IDS acknowledges that the network structure, downline organization, customer database, and business system are created, owned, and controlled solely by the Company. Participation in such network does not create any ownership, proprietary right, or transferable interest in favor of the IDS, and all positions within the network remain subject to restructuring by the Company for business continuity.

V. Termination of Distributorship

1. The Company reserves the unconditional right to immediately terminate any IDS for violations including, but not limited to: breach of Agreement terms, fraudulent sponsoring, cross-sponsoring, maintaining multiple IDs, inventory coercion, misrepresentation of income or products, unauthorized claims, confidentiality breaches, malicious activities, unethical behavior, underpricing or over-pricing, IP misuse, or engaging in competing business. Such termination shall result in the immediate loss of all system access, commissions, downline privileges, and the forfeiture of any right to enter Company premises or attend Company events.

2. An IDS may be marked as inactive after three months of no sales and may lose eligibility for commissions and incentives until reactivation as per Company policy.

3. The IDS shall be terminated for violation of any condition of this agreement. The Company shall give prior 10 days' notice/intimation and provide opportunity to provide IDS reply. If the reply received from IDS is found unsatisfactory, the company reserves the right to terminate IDS.

4. Upon termination, the Company reserves the right to reassign downline, hold or withdraw accumulated commissions, and restrict access to any Company benefits or materials.

5. Post-Termination Non-Solicitation & Network Protection:

Upon resignation, termination, or cessation of association for any reason, the IDS (including any leader, sponsor, or upline) shall, for a period of **twelve (12) months**, not directly or indirectly:

- a) Solicit, induce, influence, persuade, or attempt to persuade any IDS, downline member, customer, stockist, or business associate of the Company to discontinue association with the Company or to join any other direct selling or MLM business;
- b) Use, exploit, or disclose any confidential information, including downline data, customer details, training systems, or business methods of the Company;
- c) Make false, misleading, defamatory, or disparaging statements against the Company, its management, products, or IDS network.

d) **Permitted Activity:**

Nothing in this clause shall restrict the IDS from carrying on any lawful profession or business independently, provided such activity does not involve solicitation of the Company's network or misuse of Company resources.

e) **Consequences:**

Breach of this clause shall entitle the Company to initiate civil and/or criminal proceedings, seek injunction, claim damages, and forfeit pending commissions or incentives.

VI. Death & Inheritance

1. The legal heir(s) must submit a certified copy of the legal heir certificate from competent court to the Company, along with a request to replace the deceased distributor. The Company reserves the right to approve or disapprove the request upon proper evaluation.
 2. The Company may require the legal heir(s) to complete IDS documentation and compliance checks before approval.
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VII. Prohibited Business Practices

1. Under-cutting: Selling the Company's products below the prescribed price is strictly prohibited. Over-pricing: Selling Company products above the MRP 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, selling similar products of the Company, unfair trade practice, brand dilution, consumer confusion, conflict of interest, promoting other company products, similar to Dhanwantari's Company products, misusing Company name and platform, Company goodwill,

defaming Company, its directors, leaders, members, enticing, or inviting co-IDS to join other MLM/direct selling 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 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).

5. Any breach of these practices may also result in legal action, including civil and criminal liability.

VIII. Commission (Incentives) & Payout

1. Commissions (Incentives) are based on the performance of the IDS as per the compensation plan.

2. No commission, incentive, or reward shall be paid for recruiting or enrolling new IDS. All commissions shall arise solely from sale of goods.

3. Team Bonus / Royalty / Leadership Pool, all leadership, royalty, or performance pool bonuses shall originate exclusively from Company turnover and BV. No pool shall be represented as guaranteed income. Eligibility, percentage distribution, caps, and calculation formula shall be published on the Company website, official IDS dashboard, WhatsApp groups, or any other electronic mode, and accessible to all IDS.

4. Commissions (Incentives) will be paid through bank account transfer or by Account-payee cheque 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.

5. If the IDS do not provide complete and correct bank details, accrued commissions (incentives) will not be transferred and will be held by the Company. Any such commissions held for more than three months shall be transferred to a suspense account, after giving prior written or email notice of at least fifteen (15) days to the IDS.

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

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

8. The Company may also withhold commissions in case of ongoing disputes, complaints, or violation of the Code of Ethics.

IX. Taxation

- 1.The IDS has to provide sales bill & receipt to the end user.
 - 2.The IDS shall maintain proper books of accounts stating the details of products, price, tax, quantity, and other relevant details in respect of goods sold, in such form as required by applicable law.
 - 3.All taxes and fees that may be required by the government to carry out IDS business shall be borne by the IDS. Supervision charges, if applicable and duly notified in advance, at five percent (5%) of IDS commission.
 - 4.TDS will be deducted as per the Income Tax Act.
 5. IDS is responsible for compliance with all GST and income tax regulations, and the Company will not be liable for any failure by IDS to pay taxes.
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X. Legal

1. The rules and regulations mentioned above shall be governed in accordance with the laws in force in India. Any disputes arising shall be subject to the exclusive jurisdiction of the courts at Satara District, Maharashtra.

2.Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior oral or written communications, representations, assurances, or agreements.

3. **Severability:** If any provision of this Agreement is held invalid or unenforceable by a court of law, the remaining provisions shall remain valid and enforceable.

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

5.Consumer Protection & Grievance Redressal:

Customers/IDS may register complaints through:

Email: ccgrcdhanwantari@gmail.com

Phone: 9028021253

Online Grievance Portal:www.dhanwantari.com

6.All grievances shall be resolved within 30 days in accordance with the Consumer Protection Act, 2019 and E-Commerce Rules. Unresolved cases may be escalated to the designated Grievance Redressal Officer subject to the exclusive jurisdiction of Satara.

7.The IDS shall not indulge in 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.

- 8.The IDS shall not alter/amend/add the Official Business Plan received by the company.
- 9.Sole discretion of the company to accept or refuse the New IDS application.
- 10.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.
- 11.Exclusive right of the company to add/alter/change/rescind/terminate the business plan without any notice.
- 12.Unfettered & sole and absolute discretion of the company to suspend/terminate/ban from business any IDS acting prejudicial to the interest of the company & the business.
- 13.The IDS shall not engage in any other direct selling, MLM, or business activity that directly competes with the products or business model of the Company during the active IDS period.
- 14.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.
- 15.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.
- 16.Any dispute regarding financial transactions, misrepresentation 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.
- 17.The IDS hereby declares that they have read & understood the contents of this agreement themselves is fully aware, as well as through their advocate/legal consultant and are fully aware and satisfied with the terms and conditions of this agreement as 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 downline ethics, morals, principles of the company & the business.
- 18.IDS shall comply with all applicable laws, and breach of any legal obligation, contract, or company policy may lead to immediate termination, civil or criminal liability.

19. Force Majeure: The Company shall not be liable for delay or non-performance due to natural disasters, strikes, system failure, war, or any event beyond its reasonable control.

20. Declaration

The IDS hereby declares that:

They have fully read and understood this Agreement

They accept all obligations, duties, and responsibilities

They agree to comply with Direct Selling Guidelines 2021, Consumer Protection Act 2019, and Company policies

They agree not to make unauthorized claims or deviations

This Agreement constitutes a legally binding contract between the IDS and the Company.

CODE OF ETHICS

As an Independent Direct Seller of Dhanwantari Distributors Pvt. Ltd., the IDS agrees to conduct business in accordance with the following ethical guidelines:

1. The IDS shall endeavor to be professional in dealings with co-IDS.
2. The IDS shall respect and follow the Code of Ethics and Rules & Regulations, observing them as a guide to business conduct.
3. The IDS shall present the Company's products and business to all clients, contacts, and prospective IDS with honesty and integrity, using only approved Company publications and presentations.
4. The IDS shall conduct business activities in a manner that reflects the highest standards of integrity, transparency, and responsibility.
5. The IDS shall accept and carry out responsibilities as a Company IDS and maintain ethical business practices.
6. The IDS shall take responsibility to teach and assist their downlines by imparting the principles and guidelines of the Company's Code of Ethics, rules and regulations, product presentation, and compensation plan as tools for success.
7. IDS shall not indulge in practices harming the company's reputation, business, or relationships with clients or other IDS.