

POLICIES AND PROCEDURES

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POLICIES AND PROCEDURES

01 | INTRODUCTION

These Policies and Procedures ("**Policy Document**") set forth the principles that must be adhered to by the Direct Seller in the performance of their duties and obligations under their official capacity. It outlines the rights, duties, and responsibilities of each Direct Seller. This Policy Document is an integral part of the Direct Seller Enrolment Agreement, and its provisions are not merely advisory but are legally enforceable. This Policy Document, together with the Direct Seller Enrolment Agreement and any policies referred to within these documents, are collectively referred to as the "**Business Documents.**"

The Company may notify all amendments to the Business Documents by publishing them on its official website. By continuing to engage in transactions with the Company after the publication of such amendments, the Direct Seller shall be deemed to have read, understood, and accepted the amendments, thereby binding themselves to the revised terms.

02 | DEFINITIONS AND RULES OF INTERPRETATION

1. Definitions: In this Policy Document, the following terms have the meaning ascribed to them as below, to ensure clarity and uniform understanding throughout this Policy Document.
 - 1.1. **Active Direct Seller:** Refers to a Direct Seller meeting the Point Value (PV) thresholds to qualify for bonuses and commissions based on sales generated by their network for 1.8.Commissionable Products/Services.
 - 1.2. **Agreement:** Refers to the Direct Seller Enrolment Agreement between the Company and the Direct Seller.
 - 1.3. **Applicant:** Refers to a Person seeking to register with the Company as a Direct Seller.
 - 1.4. **Beneficial Interest:** A person is deemed to have a Beneficial Interest in a Direct Seller's account if they meet any of the following criteria: (a) they hold direct or indirect ownership in the account as an individual, partner, shareholder, member, manager, beneficiary, trustee, officer, director, or principal; (b) they exercise actual or de facto control over the account; or (c) they receive any income from the account, directly or indirectly, excluding the mere receipt of income.

- 1.5. **Business Documents:** Refers collectively to the Policy Document, the Agreement, and any policies referred to within these documents.
- 1.6. **Buyback or Repurchase Policy:** Refers to the Company's policy allowing Direct Sellers to return saleable Products for a refund available at [\[Return and Refund Policy\]](#).
- 1.7. **Code of Ethics:** Refers to the Company's code of ethics applicable to every Direct Seller available at [\[Code of Ethics\]](#).
- 1.8. **Commissionable Products/Services:** Refers to products or services for which commissions and bonuses are paid. Promotional items, sales tools, and kits are excluded.
- 1.9. **Company:** Refers to Nexus Sanghi Private Limited (NSPL), registered under the Companies Act, 2013, and engaged in the marketing, distribution, and sales of Products.
- 1.10. **Compensation Plan:** Refers to the plan outlining the remuneration or incentives available to the Direct Seller at [\[Compensation Plan\]](#).
- 1.11. **Confidential Information:** Refers to proprietary information regarding the Company, including its business plans, customers, technology, Products and Network Report.
- 1.12. **Consumer Protection Law:** Refers to the legislation applicable to consumer protection in India, and includes the Consumer Protection Act, 2019, the Consumer Protection (Direct Selling) Rules, 2021, and any other similar legislation in force.
- 1.13. **Cooling-off Period:** Refers to the initial thirty (30) day period from the date of execution of the Agreement during which the Direct Seller may terminate the Agreement without penalty.
- 1.14. **Customer:** Refers to a person who purchases goods or services from the Company for consumption or gifting, without being registered as a Direct Seller.
- 1.15. **Data:** Refers to information used for managing business operations, calculations, or decision-making.
- 1.16. **Direct Sales:** Refers to the sale of goods or services through a network of Direct Sellers who are independent contractors.
- 1.17. **Direct Seller:** Refers to the direct seller appointed by the Company under the Business Documents.
- 1.18. **Direct Seller Back Office:** Refers to the Company's online portal where Direct Sellers can access sales data, position, progress reports, and information about their network.

- 1.19. **Downline:** Refers to the network of individuals recruited directly or indirectly by a Direct Seller to participate in the business.
- 1.20. **Enrolment Sponsor:** Refers to a Direct Seller of the Company who introduces and refers a prospective Direct Seller for registration with the Company.
- 1.21. **Frontline:** Refers to the Direct Sellers directly recruited by a specific sponsor, forming the first level of their network.
- 1.22. **Grievance Redressal Mechanism:** Refers to the system established by the Company to address complaints related to its products, Direct Sellers, or business practices, in accordance with the Grievance Redressal Policy available at [[Grievance Redressal Mechanism](#)].
- 1.23. **Grievance Redressal Policy:** Refers to the Company's framework and procedures for handling complaints and resolving issues related to Products or interactions available at [[Grievance Redressal Policy](#)].
- 1.24. **Hierarchy of Sponsorship or HOS:** Refers to the structural arrangement of Direct Sellers established by their contractual relationships with the Company.
- 1.25. **Inactive Direct Seller:** Refers to a Direct Seller who fails to meet the annual PV requirements or sales criteria or violates the Company's policies.
- 1.26. **Intellectual Property:** Refers to the Company's trademarks, trade names, trade dress, patents, copyrights, and trade secrets.
- 1.27. **KYDS (Know Your Direct Sellers):** Refers to the process of verifying the identity and credentials of applicants using legally recognised documentation.
- 1.28. **Line of Sponsorship:** Refers to the hierarchical structure of Direct Sellers based on contractual relationships with the Company.
- 1.29. **Marketable:** Refers to Products or sales aids that are new, unused, undamaged, and within their expiry dates, fit for resale under industry standards.
- 1.30. **Marketing Materials:** Refers to digital or physical content used to promote the Company's products, services, or business opportunities.
- 1.31. **Maximum Retail Price or MRP:** Refers to the highest price permissible for sale as mentioned on the Products.
- 1.32. **Network Report:** Refers to a report generated by the Company containing confidential details of a Direct Seller's organisation, sales, and enrolment data.
- 1.33. **Order and Delivery Policy:** Refers to the Company's policy on placing orders and delivery of Products available at [[Order and Delivery Policy](#)].
- 1.34. **Party:** Refers to either the Company or the Direct Seller individually.

- 1.35. **Parties:** Refers to the Company and the Direct Seller collectively.
- 1.36. **Personal Data:** Refers to any information relating to an identified or identifiable natural person.
- 1.37. **Policy Document:** Refers to these Policies and Procedures, which outline the principles, rights, duties, and responsibilities of the Direct Seller.
- 1.38. **Points(P):** Refers to the denomination allocated to various products and services, and the commissions, bonuses, and rewards are calculated and paid to the Direct Sellers, which shall be communicated to the Direct Seller from time to time.
- 1.39. **Privacy Policy:** Refers to the Company's policy on safeguarding Customer and business information available at [[Privacy Policy for Website](#)].
- 1.40. **Products:** Refers to the items marketed, distributed, or sold by the Company, either under its own trademark or a third-party trademark through a licensing or similar arrangement.
- 1.41. **Pyramid Scheme:** Refers to a prohibited scheme under which participants earn primarily based on recruitment rather than the sale of Products.
- 1.42. **Quality Assurance:** Refers to the Company's commitment regarding the quality of its Products available at [[Quality Assurance Policy](#)].
- 1.43. **Returns and Refund Policy:** Refers to the policy outlining terms for returning Products and obtaining refunds, replacements, or store credit available at [[Return and Refund Policy](#)].
- 1.44. **Saleable:** Refers to Products that are unused, Marketable, unexpired, not seasonal, discontinued, or special promotion items, and delivered within 7 days prior to cancellation or return.
- 1.45. **Social Media Policy:** Refers to the Company's policy concerning the use of social media platforms for promotion and marketing of this business opportunity or promotion of products available at Section 9 below.
- 1.46. **Title:** Refers to the position attained by a Direct Seller under the Company's Compensation Plan.
- 1.47. **Training Material:** Refers to content designed to develop or enhance a Direct Seller's skills and knowledge.
- 1.48. **Upline:** Refers to the Direct Seller(s) higher in the organisational hierarchy from whom a specific Direct Seller is directly or indirectly recruited.
- 1.49. **Website:** Refers to the Company's official website at www.nexussanghi.com

2. **Rules of Interpretation.** This Policy Document serves as a comprehensive framework governing the behaviour, obligations, and rights of all Direct Sellers associated with the Company. This Policy Document should be interpreted in alignment with the objectives of maintaining ethical practices, fostering trust, and ensuring compliance with applicable laws, regulations, and the Company's policies.
 - 2.1. All provisions of this Policy Document must be read in conjunction with each other and interpreted to avoid conflicts or redundancies.
 - 2.2. The provisions of this Policy Document should be construed reasonably, considering the practicalities of the direct selling industry and the specific circumstances of the matter.
 - 2.3. A Direct Seller must not exploit any perceived ambiguities or loopholes in the Business Documents for personal gain or to the detriment of the Company, other direct sellers, or Customers.
 - 2.4. In case of ambiguity or conflict between provisions of this Policy Document and any other Business Documents, the interpretation that upholds the principles of fairness, transparency, and the Company's interests shall prevail. In cases of uncertainty, clarification should be sought directly from the Company.
 - 2.5. Any interpretation of the Policy Document by the Company shall be final and binding on all Direct Sellers.
 - 2.6. This Policy Document shall be interpreted in conformity with all applicable laws and regulations. In the event of a conflict between this Policy Document and any applicable law, the provisions of the law shall take precedence.
 - 2.7. Compliance with the Policy Document does not absolve Direct Sellers of their independent obligation to comply with statutory requirements.
 - 2.8. The Company reserves the right to amend, interpret, or supplement this Policy Document from time to time. Amendments to the Policy Document will be communicated through official channels, and continued association with the Company post-communication will be deemed acceptance of such amendments.
 - 2.9. Unless expressly stated otherwise, amendments to the Policy Document shall apply prospectively and will not affect actions or transactions completed prior to their introduction.
 - 2.10. Any disputes concerning the interpretation or application of the Policy Document shall be referred to the Company's Grievance Redressal Committee for resolution. The Company retains the exclusive right to interpret the provisions of this Policy Document

in light of its objectives and policies. Unresolved disputes, if any, may be addressed through mediation or arbitration as stipulated under the Agreement.

- 2.11. In matters where this Policy Document is silent, the Company may issue directives or policies to address the situation appropriately.

03 | ELIGIBILITY FOR APPOINTMENT AS A DIRECT SELLER

3. Eligibility Conditions. The opportunity to apply as a Direct Seller is open to all individuals, irrespective of gender, race, religion, or political affiliation. However, at present, enrolment of direct seller may only be undertaken by Indian citizens who are residents of India and by certain types of entities that are duly registered in and operating from India. To be considered for appointment as a Direct Seller, the Applicant must meet and continue to meet the following conditions:

- 3.1. Individual Applicant. An Applicant that is an individual must fulfil all of the following conditions, i.e., the Applicant:

- (a) Must be at least 18 years of age.
- (b) Must be a citizen and resident of India.
- (c) Must possess the capacity to contract per the Indian Contract Act, 1872.
- (d) Must not have been convicted of an offence involving moral turpitude.
- (e) Must not have been declared bankrupt/insolvent in the past five years.

- 3.2. Non-Individual Entity Applicants. An Applicant that is a non-individual entity (such as a company, partnership, or LLP) must fulfil all of the following conditions, i.e., the entity:

- (i) Must have the sole business of operating as the Direct Seller of the Company. The entity shall not engage in any other business activities.
- (ii) Must be registered under the applicable laws of India and located within India.
- (iii) Must be in good standing with the relevant regulatory authorities in India and in any other jurisdictions in which it operates.
- (iv) Must be authorised to engage in direct selling operations as per the applicable laws and regulations governing such activities in India.
- (v) Must designate a representative to act on its behalf in dealings with the Company, and such representative must satisfy the individual eligibility criteria set forth in Section 3.1 for individual Applicants.

- (vi) Must furnish a duly issued letter authorising the aforementioned representative to accept/sign and submit the Agreement, along with all required information and supporting documents as required by the Company.
- (vii) Must not make any changes to the partners (in the case of a registered partnership firm), ownership of shares, membership of the Board of Directors (in the case of a company), or control structure, without prior written approval from the Company.
- (viii) Must ensure that its partners, shareholders, and Directors personally and irrevocably guarantee the due performance of all obligations and responsibilities of the entity as a Direct Seller.

3.3. General Conditions for All Applicants (Individual and Entity):

- (a) Unless otherwise exempted by the Company, the Applicant/entity must be introduced by an existing Direct Seller.
- (b) The Applicant/entity must complete its KYDS (Know your direct seller) and provide the following documents:
 - (i) A recent passport-sized photograph (for individual Applicants only).
 - (ii) A photocopy of a PAN card.
 - (iii) Proof of identity and address (a government-issued identity document).
 - (iv) A cancelled cheque of the Applicant's bank account.
 - (v) GST certificate, if applicable.
 - (vi) A valid email address.
 - (vii) An Indian mobile number.
- (c) The Applicant/entity must not be under any investigation or legal proceedings for any offence involving moral turpitude, financial fraud, or any other criminal activity.
- (d) The Applicant/entity must not have been involved in practices or operations construed as a Pyramid Scheme or Money Circulation Scheme under the Prize Chits and Money Circulation Schemes (Banning) Act, 1978.
- (e) The Applicant/entity must comply with all applicable laws, regulations, and policies prescribed by the Company, including those concerning product sales, marketing, and ethical conduct.
- (f) The Applicant/entity must not have been declared bankrupt, insolvent, or involved in liquidation or winding-up proceedings in the past five years.

- (g) The Applicant/entity must not have been previously enrolled with the Company as a Direct Seller, if such appointment was terminated.
- (h) The Applicant/entity must correctly complete and submit the Direct Seller enrolment form along with all required information and documents.
- (i) The benefits of the Compensation Plan and the Business Documents are available to the Direct Seller once the Company has accepted the Direct Seller Enrolment Form after the successful completion of the KYDS.

4. Provisions regarding appointment of a Direct Seller

- 4.1. It is expressly clarified that no Applicant, prospect, or Direct Seller shall be required to:
 - (a) Pay any joining fee or purchase a specific quantity of Products.
 - (b) Maintain a minimum inventory.
 - (c) Purchase any commodity other than the Products.
 - (d) Promote the Company's business in a manner that creates the impression of a Pyramid Scheme or Money Circulation Scheme as defined under the Prize Chits and Money Circulation Schemes (Banning) Act, 1978.
- 4.2. Direct Sellers acknowledge that their engagement with the Company does not constitute the purchase of a franchise or a business opportunity.
- 4.3. The Company reserves the absolute right to accept or reject any application at its sole discretion, without assigning reasons.
- 4.4. An application shall be deemed accepted upon the Company enlisting the Applicant's details in its records and communicating acceptance via email, phone notification, issuance of an Identity Card, or other means. The Identity Card serves as proof of registration and must be carried when visiting the premises of prospective Customers. The Identity Card issued by the Company must be presented whenever the Direct Seller represents the Company or upon request.
- 4.5. The benefits outlined in the Compensation Plan and Agreement will be accessible to the Direct Seller once the Company approves the application.
- 4.6. For unregistered partnerships, the enrolment as the Direct Sellers shall be issued only in the names of the individual partners. In the case of more than two partners, the

partnership must designate in writing the primary Applicant and co-Applicant, with all monetary and non-monetary benefits accruing to the primary Applicant.

- 4.7. A Direct Seller's appointment shall remain valid unless terminated by the Direct Seller or by the Company in accordance with the terms of the Business Documents.
- 4.8. Direct Seller may only own, operate or have a Beneficial Interest in only one Direct Seller account. Spouses are required to jointly operate a single Direct Seller account with the Company. However, exceptions to this requirement may be granted on a case-by-case basis in circumstances where two Direct Sellers enter into marriage or where a Direct Seller acquires an interest in another Direct Seller account through inheritance.

04 | RIGHTS OF A DIRECT SELLER

5. A Direct Seller affiliated with the Company is entitled to the following privileges:
 - 5.1. The ability to purchase Products provided by the Company.
 - 5.2. The opportunity to establish a customer base and earn income through the sale of Products.
 - 5.3. Eligibility to participate in the Company's Compensation Plan and, subject to meeting the criteria, receive due compensation. It is clarified that selling the Company's Products to end Customers is the only means of earning money under the Compensation Plan.
 - 5.4. The right to promote the Company's business opportunity to others, thereby enabling the enrolment of additional Direct Sellers and the development of a sales network.
 - 5.5. Access to periodic communications and official materials issued by the Company, including its literature.
 - 5.6. Subject to such terms as specified by the Company from time to time, participation in training sessions, motivational programmes, and support events organised by the Company.
 - 5.7. The right to take part in promotional campaigns, reward schemes, and competitions sponsored by the Company.
 - 5.8. Access to Direct Seller Bank Office on a limited, non-transferable, non-sub-licensable and revocable basis.
 - 5.9. Attain a Title as determined by the Company under the Company's Compensation Plan.

- 5.10. Get access to the Training Material provided by the Company, from time to time.
- 6. Each Direct Seller retains the freedom to determine their objectives, set their working hours, and employ lawful selling methods, provided they comply with the terms of the Direct Seller Agreement and all applicable laws.

05 | RESPONSIBILITIES OF A DIRECT SELLER

- 7. This section outlines the responsibilities of Direct Sellers. Direct Sellers are required to fulfil the responsibilities detailed herein, as well as any additional responsibilities prescribed by the Company from time to time, to retain their status as Direct Sellers.

7.1. Sales Obligations

- 7.1.1. Direct Sellers must successfully complete the training programme organised by the Company and achieve the annual sales criteria prescribed by the Company. The Company does not levy any fees for the training. Failure to meet the annual sales criteria will result in suspension of the direct seller rights, and such Direct Seller will be categorised as Inactive Direct Seller.

- 7.1.2. Direct Sellers must meet the sales criteria for a consecutive 12-month period as specified by the Company. Failure to meet this criterion for two consecutive 12-month periods will result in suspension of sponsorship rights. Continued failure for three consecutive 12-month periods will result in suspension of direct seller rights.

- 7.1.3. Suspension of direct seller rights will result in the following:

- (a) Suspension of the right to sell Company's Products.
- (b) Suspension of sponsorship rights.
- (c) Immediate termination of the Agreement.
- (d) Reassignment of Downline direct sellers of the suspended / terminated Direct Seller to the next available Upline.

7.2. Compliance Obligations

- 7.2.1. Direct Sellers must strictly adhere to the provisions of the Business Documents, which include the Agreement and this Policy Document. The Company may amend the Business Documents from time to time by publishing the amended documents on its website or through other official

communication channels. If a Direct Seller does not agree to such amendments, they must terminate the Agreement immediately by providing written notice to the Company. Continued engagement constitutes acknowledgment and agreement to be bound by the amendments.

- 7.2.2. Direct Sellers agree and undertake that purchases of the Company's Products are for retail to Customers or for self-consumption. Direct Sellers must purchase Products exclusively from the Company. Points will not be allocated to a Direct Seller for purchases made from another Direct Seller or any source other than the Company under the Agreement. Direct Sellers are not permitted to stock the Products. If they choose to do so, they may be required to obtain certain licenses, including an FSSAI license. Direct Sellers acknowledge that compliance with applicable laws and procurement of necessary licenses, if required, shall be their sole responsibility, and they will keep the Company indemnified from any claims arising therefrom.
- 7.2.3. Direct Sellers must retain and provide records of such sales as required by the Company. The Direct Seller agrees and undertakes not to engage in any form of solicitation outside the territorial boundaries of India.
- 7.2.4. Direct Sellers are prohibited from selling or displaying the Company's products through retail stores, unauthorised third-party e-commerce websites, or other unauthorised locations. Direct Sellers must also refrain from using mass communication platforms like television merchandising or unauthorised digital channels to promote the Company's products, except in accordance with the Company's prescribed social media Policy.
- 7.2.5. Direct Sellers must ensure all representations regarding the Company's products are accurate and truthful. Exaggerated claims or unauthorised representations are strictly prohibited.
- 7.2.6. Direct Sellers must not repackage, alter, or modify the labels of the Company's products.
- 7.2.7. Direct Sellers must not export the Company's Products to jurisdictions other than India or facilitate exports of the Products from India.
- 7.2.8. Direct Sellers must provide Customers with a written and dated receipt containing: (a) Product descriptions, prices, and batch numbers; (b) the direct seller's name, identification number, and contact details; and (c) information

on the Company's returns policy, refund policy, and grievance redressal mechanism.

- 7.2.9. Direct Sellers must (a) inform the Company of any Customer complaints and provide all related documentation; and (b) offer refunds, exchanges, or credit to Customers in line with the Company's return and refund policies.
- 7.2.10. Direct Sellers must comply with all applicable laws, regulations, and codes relevant to their operations and must not engage in activities that could harm their or the Company's reputation.
- 7.2.11. The Direct Sellers shall not be entitled to loans or advances from the Company, whether against commissions or in any other form.
- 7.2.12. Direct Sellers must conduct themselves with courtesy and decency, avoiding high-pressure sales tactics, misleading representations, and any unethical behaviour.
- 7.2.13. Direct Sellers are independent contractors and must not represent themselves as employees, agents, or representatives of the Company. They must operate their direct selling business in a financially responsible and professional manner. Any legal impediments affecting their obligations must be promptly disclosed to the Company and resolved at their own cost and effort.
- 7.2.14. Manipulation of the compensation plan, including artificial structuring or stacking, is strictly prohibited. The Company reserves the right to determine violations and impose penalties.
- 7.2.15. Direct Sellers must comply with the Company's Privacy Policy and take necessary measures to safeguard Customer and business information.
- 7.2.16. Direct Sellers must comply with the Company's Code of Ethics at all times.
- 7.2.17. The Company reserves the right to audit Direct Sellers for compliance. Non-compliance may result in suspension, termination, or other penalties.
- 7.2.18. The Company reserves the right to deduct costs incurred for services provided, including transfer requests, fees for other services rendered by the Company, and any outstanding balances on the Direct Seller's account, from the compensation payable to the Direct Seller.
- 7.2.19. The Company retains the authority to withhold amounts from a Direct Seller's compensation payout to cover disciplinary fines, as deemed necessary.

7.2.20. If a Product is returned to the Company for a refund or repurchased by the Company, the bonuses and commissions earned on the sale of the returned or repurchased Product(s) will be deducted from the Direct Sellers who initially received them. This deduction will commence in the pay period during which the refund is processed and will continue in subsequent pay periods until the full amount of bonuses and commissions paid for the returned Product has been recovered.

06 | HIERARCHY OF SPONSORSHIP STRUCTURE

8. The HOS (Hierarchy of Sponsorship) is the structural arrangement of Direct Sellers established by the contractual relationships that each of them has with the Company. The HOS is a proprietary and confidential trade secret owned by the Company. Direct Sellers are prohibited from disclosing HOS information to unauthorised individuals or entities. HOS information includes identification numbers, personal contact details, business performance data, and other related information.
9. Restrictions on change of sponsor and poaching
 - 9.1. Direct Sellers may not change their Enrolment Sponsor, and the Company does not allow Direct Sellers to make changes to the Line of Sponsorship. Similarly, a Direct Seller may not transfer their business group.
 - 9.2. A Direct seller must not sponsor or poach direct sellers from any other HOS except after two years from their disassociation with such previous HOS.
10. Direct Sellers are prohibited from engaging in activities that manipulate the HOS, such as creating artificial structures or stacking. The following practices are strictly prohibited:
 - 10.1. Creating multiple accounts under different names, often fictitious or using identities of family members or associates, to artificially inflate Downlines and sales figures.
 - 10.2. Purchasing excessive amounts of products personally, then directly selling these products to Downline members solely to meet qualification criteria for bonuses or leadership levels, without genuine retail sales or Customer demand.
 - 10.3. Enrolling individuals who have no intention of actively participating in the business, with the intent to use their accounts to manipulate Downline performance or qualify for rewards.

- 10.4. Persuading or coercing direct sellers from other teams (or Hierarchy of Sponsorship) to resign and rejoin under the manipulator's team.
 - 10.5. Encouraging family members or friends to create accounts and placing large volumes of sales under these accounts to meet targets or build artificial Downlines, while maintaining control over those accounts.
 - 10.6. Setting up distributorships for individuals who have no real involvement in the business and using their accounts as placeholders to achieve rank advancements or other qualifications.
 - 10.7. Deliberately redistributing sales volume among different accounts within the same Downline to meet targets for bonuses or rank advancements, rather than reflecting actual sales activity.
 - 10.8. Intentionally positioning new direct sellers in a manner that maximises benefits to the manipulator's own Downline structure rather than considering long-term sustainability or the new enrollee's benefit.
 - 10.9. Collaborating with other direct sellers to artificially inflate sales volumes or create a facade of business activity by exchanging orders or cycling purchases among accounts.
 - 10.10. Recruiting prospects on social media platforms. In the event a Direct Seller receives an inquiry or expression of interest regarding such an opportunity through a social media platform, the Direct Seller is required to engage with the individual privately. Such follow-ups must occur through direct communication rather than in any public forum available on the social media platform.
11. A Direct Seller's obligations in respect of the Downline HOS are as follows:
- 11.1. A Direct Seller who enrolls another direct seller is obligated to provide genuine support and training to ensure their success.
 - 11.2. Upline Direct Sellers are responsible for motivating and educating newly enrolled Direct Sellers on the Company's products, sales techniques, the Compensation Plan, and compliance with the Company's policies and regulations.
 - 11.3. Direct Sellers are prohibited from creating or pressuring their HOS to purchase sales aids or promotional materials produced by the Direct Seller.
 - 11.4. Direct Sellers must ensure that their Downline direct sellers do not engage in unlawful or inappropriate activities.
 - 11.5. Upon request by the Company, a Direct Seller must demonstrate that they are actively fulfilling their obligations as an Enrolment Sponsor.

- 11.6. Direct Sellers must ensure that their team members receive the required Marketing Materials, both in digital and non-digital formats.
- 11.7. Every Direct Seller is required to meet all newly registered Direct Sellers in their team personally.
- 11.8. Direct Sellers must visit their direct Downline at their place of residence, conduct team meetings on a weekly basis, and ensure that active team members take the required tests as instructed.
- 11.9. Direct Sellers must engage with Customers and address their queries regarding the Company's products and services to ensure Customer satisfaction.

07 | RESTRUCTURING, TERMINATION, ETC. OF ASSOCIATION WITH DIRECT SELLERS

12. The Company reserves the right to take corrective action, including reassignment of the business group or termination, in case of violations of Business Documents, whether or not intentional.
13. Mergers, transfers, change in the form of a direct seller (from individual to entity, etc.), or a sale of direct sellers and their HOS Downline are permitted only with prior written approval from the Company, at the discretion of the Company and on such terms as the Company may specify.
14. In the event of the death of a Direct Seller, their business organisation, business volume, and all associated rights and obligations under the Agreement shall be transferred to the individual designated as their nominee during registration. This transfer is subject to the nominee fulfilling the requirements stipulated for a direct seller and providing a copy of the deceased Direct Seller's death certificate.
15. Should a Direct Seller become permanently disabled and unable to fulfil the required duties after serving as a Direct Seller for a minimum period of five years, their nominee may assume the business, provided that sufficient evidence of the Direct Seller's inability to perform is submitted to the Company to its satisfaction.
16. A Direct Seller who violates any terms of the Business Documents may be subject to one or more of the following corrective measures, at the sole discretion of the Company:

- 16.1. Issuance of a written warning or reprimand requiring the Direct Seller to undertake immediate corrective measures, which may include, but are not limited to, personally refunding affected Customers harmed by the Direct Seller's misconduct.
- 16.2. Imposition of a monetary fine, which may be deducted from the Direct Seller's bonuses and commissions. The fine may also cover any refunds, rebates, or losses incurred by the Company due to the Direct Seller's unethical behaviour.
- 16.3. Forfeiture of the right to receive one or more bonus and commission payouts. The Company reserves the right to withhold all or part of a Direct Seller's bonuses and commissions during an investigation into potential violations of the Agreement. If the Direct Seller account is terminated for disciplinary reasons, the Direct Seller shall have no entitlement to recover any commissions withheld during the investigation period.
- 16.4. Suspension of the Direct Seller Agreement for one or more pay periods.
- 16.5. Termination of the Direct Seller Agreement of the Direct Seller in question.
- 16.6. Implementation of any other action expressly authorised by the Agreement or any additional measure deemed necessary and appropriate by the Company to address damages caused in whole or in part by the Direct Seller's breach or misconduct.

In addition, the Company reserves the right to initiate legal proceedings to seek financial and/or equitable relief in circumstances it considers appropriate.

17. The Company reserves the right to cancel/terminate a Direct Seller Agreement immediately in the event of a material breach of its terms or if the Direct Seller is found to have engaged in fraudulent or unethical conduct. Upon termination, the Direct Seller must cease all business activities associated with the Company and return any Company property or confidential information in their possession.
18. In case of termination of a Direct Seller's enrolment, the following provisions shall apply:
 - 18.1. Upon the termination of a Direct Seller's account, all rights associated with being a Direct Seller are terminated. This includes the ability to market the Company's Products, as well as any entitlement to future commissions, bonuses, or other earnings derived from the activities of their previous HOS.
 - 18.2. Upon termination, a Direct Seller irrevocably forfeits any and all rights to their former HOS and to any compensation, bonuses, or commissions arising from the sales or activities of that HOS.

- 18.3. In the event of a termination, whether voluntary or involuntary, the Company reserves the right to retain and maintain the qualifications of the Direct Seller account for up to six months. If the Company is involved in any actual or potential litigation or dispute relating to the terminated Agreement, the Company may retain the account for the duration of the dispute and for an additional period of up to six months following the resolution of the matter.
 - 18.4. Upon termination, the Direct Seller must immediately return all tangible materials containing Confidential Information provided by the Company. This includes but is not limited to notes, summaries, memoranda, manuals, records, and other derivative materials. Alternatively, with the Company's written consent, the Direct Seller may destroy such materials.
 - 18.5. A former Direct Seller shall not represent themselves as a direct seller of the Company or have the authority to market the Company's Products after the termination of their Agreement. They must return their Company-issued identity card within seven (7) days of termination.
 - 18.6. A Direct Seller whose Agreement has been terminated will only be eligible to receive commissions and bonuses for the most recent full pay period during which they were active (not terminated). Any amounts withheld during an investigation prior to an involuntary termination may be deducted from such payments.
19. A Direct Seller who is not in breach of the Agreement may voluntarily terminate the Agreement at any time by submitting a written notice to the Company, subject to the following provisions:
 - 19.1. The resignation form must be submitted to the Company in writing, either in printed form or via email.
 - 19.2. The resignation form must be accompanied by two self-attested copies of valid proof of identity, along with the Direct Seller's full name, postal address, registration number, and signature.
 - 19.3. The resignation becomes effective on the date the Company receives the written notice. However, if there are pending sales volumes or processes, the resignation may not be processed until the following month.

20. The Direct Seller must ensure that the prospective Customer is provided with the following information during the sales process:
 - 20.1. Direct Seller's identification and contact details. The Direct Seller must also carry a valid government-issued identification document (such as PAN, voter ID, driving licence, or Aadhaar) along with the identity card issued by the company to corroborate their identity.
 - 20.2. Contact details of the Company, including the immediate Upline contact information.
 - 20.3. The purpose and location of the meeting.
 - 20.4. The estimated duration of the meeting.
 - 20.5. Detailed Product information, including benefits, country of origin, prices, taxes, delivery fees, payment terms, money-back guarantee, Return and Refund policies, refund processes, warranties, and payment methods.

21. The Direct Seller must:
 - 21.1. Present product details exactly as per the Company's official materials.
 - 21.2. Explain the terms and conditions of the product order form.
 - 21.3. Provide information on Customer support, money-back guarantees, grievance redressal mechanisms, and Company contact details.
 - 21.4. Disclose costs such as delivery fees and taxes and expected delivery timelines.
 - 21.5. Make only truthful, non-deceptive, and substantiable promotional materials and statements about Products.

22. Direct Sellers must:
 - 22.1. Not engage in any manipulative or misleading practices, including:
 - 22.1.1. Creating false urgency.
 - 22.1.2. Imposing forced continuity.
 - 22.1.3. Concealing costs.
 - 22.1.4. Employing bait-and-switch tactics.
 - 22.1.5. Using high-pressure sales tactics or nagging.
 - 22.1.6. Selling the Products over Maximum Retail Price (MRP) set by the Company.
 - 22.1.7. Requiring a minimum order quantity.

 - 22.2. Refrain from:
 - 22.2.1. Exaggerating product efficacy.

- 22.2.2. Exploiting Customers' lack of knowledge.
- 22.2.3. Making claims about product attributes that do not exist.
- 22.2.4. Asserting unverified claims such as being the "best" or "guaranteed."
- 22.2.5. Unsolicited communications and marketing practices.
- 22.2.6. Participation in MLM businesses.
- 22.2.7. Cross-Sponsoring, i.e., recruiting Active Direct Sellers under a different sponsor.
- 22.2.8. The use of automated telephone solicitation systems or engaging in "boiler-room" telemarketing activities to promote the Company, its Products, or its business opportunity.

23. Mode of Payment, Minimum Order, and Marketing Materials

- 23.1. Cash on delivery is not permitted for placing orders. All orders must be prepaid using approved payment methods, including credit cards, debit cards, net banking, UPI, or bank transfers.
- 23.2. The Company accepts multiple payment methods per invoice but does not allow multiple modes of payment for a single product or item.
- 23.3. A Direct Seller must not permit other Direct Sellers or Customers to use the Direct Seller's credit card(s) to make purchases from the Company.
- 23.4. Direct Sellers are prohibited from using another person's credit card for their transactions.

24. Invoices

- 24.1. The Company will issue tax invoices in the name of the Customer, whether an individual or an entity.
- 24.2. The invoice will include details of the Company's products and applicable consumer rights.

09 | ORDERS AND FULFILMENT

- 25. Placement of order with the Company shall be made in the format prescribed by the Company. Placement of the order and its delivery shall be done as per the Order and Delivery Policy of the Company.

26. Direct Sellers must advise Customers not to accept deliveries from courier personnel if the outer packaging appears damaged.
27. Direct Sellers must guide customers on reporting damage to Customer care within the time specified in the Return & Refund Policy.
28. The Company will not process orders for out-of-stock items. Invoices will be generated only when the products are in stock and available with the Company.

10 | COMPENSATION PLAN

29. The Company shall disburse bonuses and commissions to a Direct Seller in accordance with the terms of the Compensation Plan, provided the Direct Seller remains active and complies with the provisions of the Business Documents.
30. Bonuses and commissions constitute the sole compensation for a Direct Seller's efforts, including generating sales and building a HOS Downline.

11 | USE OF THE COMPANY'S INTELLECTUAL PROPERTY RIGHTS

31. The trade name, trademarks, and service marks owned or licensed by the Company are its valuable business assets that help identify the source and reputation of its business, products, and services worldwide, distinguishing them from those of competitors.
32. The use of the Company's trade name, trademarks, designs, or symbols without the Company's prior written permission by any person, including Direct Sellers, is strictly prohibited. Any unauthorised use will result in cease-and-desist orders and, if necessary, monetary and punitive legal action. These measures are essential to prevent unauthorised products from entering the market, which could harm Direct Sellers and dilute the Company's brand value.

33. Direct Sellers must strictly adhere to the branding guidelines issued by the Company, from time to time, regarding the use of its name and logo.
34. Prohibitions on Use of the Company's Intellectual Property
 - 34.1. Direct Sellers must not use the Company's logo or trade name on imprinted cheques, nor may they represent themselves as anything other than a Direct Seller.
 - 34.2. Direct Sellers are prohibited from producing or procuring promotional materials, giveaways, or stationery featuring the Company's name, logo, or trademarks without prior written approval from the Company.
 - 34.3. Corporate logos or trademarks may not be affixed to promotional items such as uniforms, shirts, or garments without the Company's prior approval.
35. Copyrighted Materials
 - 35.1. All printed materials produced by the Company including Training Material are copyrighted and may not be reproduced, in whole or in part, without prior written permission from the Company.
 - 35.2. Copyright protection is enforced to prevent competitors from duplicating the Company's literature, ensuring that promotional materials provided to Direct Sellers remain unique, accurate, and truthful.
 - 35.3. All printed materials conform to applicable laws and regulations governing product labelling and promotion. Any deviation from approved content may result in legal penalties, adversely affecting the violator, other Direct Sellers, and the Company.
36. Restrictions on Fundraising Activities. The Company's products and services are not authorised for use in conjunction with fundraising activities. Fundraising includes soliciting the purchase of Products based on representations that proceeds will benefit a specific group, organisation, or cause.
37. Consequences of Violations. Direct Sellers who violate this section will face the following consequences:
 - 37.1. They will be required to remove improper signs, destroy unauthorised materials, cancel improper advertising, or correct improperly listed telephone numbers.
 - 37.2. Their Agreement may be terminated.

- 37.3. They will be liable for monetary damages arising from the unauthorised use of the Company's name, trademarks, or logotypes.

12 | RETURN & REFUND POLICY

38. The Products of the Company can be returned as per the Return and Refund Policy of the Company.
39. As part of their obligations under this Policy Document, Direct Sellers must comply with and communicate the following Return and Refund Policy to all purchasers of the Company's products. This policy is designed to ensure transparency, consistency, and customer satisfaction.
40. Direct Sellers must ensure that all purchasers are informed of this policy at the time of purchase. Direct Seller must also adhere to the following:
 - 40.1. Provide purchasers with an invoice for all transactions.
 - 40.2. Communicate this buyback, return & refund policy to purchasers.
 - 40.3. Facilitate the return and refund process by assisting purchasers in contacting the Customer Service team where required.

13 | SOCIAL MEDIA AND NETWORKING POLICY

41. The purpose of this social media Policy is to establish clear guidelines for Direct Sellers on the responsible use of social media. This policy aims to:
 - 41.1. Safeguard the Company's reputation and brand identity.
 - 41.2. Prevent unauthorised disclosures of confidential or sensitive information.
 - 41.3. Ensure compliance with applicable laws and Company standards.
 - 41.4. Promote ethical and professional behaviour on social media.For the purpose of this policy, social media includes websites, mobile apps, podcasts, and blogs.
42. Direct Sellers must comply with the following while using social media:
 - 42.1. Direct Sellers must comply with all applicable laws and regulations, including Consumer Protection Laws.

- 42.2. Direct Sellers may use personal social media accounts for personal interactions but must not misrepresent affiliation with the Company. If mentioning the Company, a disclaimer must be included to the effect, "The views expressed are personal and do not represent the views of Nexus Sanghi Private Limited or its associates."
- 42.3. Social media handles of Direct Sellers must not contain the name of the Company or trademarks used by the Company.
- 42.4. Direct Sellers must not discuss non-public information related to the Company over social media. This includes confidential, proprietary, or business-sensitive information.
- 42.5. Direct Sellers must avoid engaging in online disputes, defamatory remarks, or sharing misleading information about the Company, its competitors, or the direct selling industry.
- 42.6. Posts, retweets, shares, and endorsements must align with Company policies and respect intellectual property and privacy laws.
- 42.7. Direct Sellers must not engage in paid advertisements, including boosted or sponsored posts, without prior written approval of the Company. Non-paid listings using Company-approved templates are permitted.
- 42.8. Sharing copyrighted material or intellectual property of the Company or a third-party without permission is strictly prohibited.
- 42.9. Direct Sellers must avoid activities such as promoting competitors' products or controversial businesses or abusing their influence within the network.
- 42.10. Consumer endorsements and testimonials must reflect genuine opinions. No compensation may be made to a consumer for endorsements, other than product samples. All endorsements must disclose the material connection, if any, between the endorser and the Company.
- 42.11. Claims about Company's products, plans, or services must be truthful, accurate, and pre-approved by the Company. Content making comparative statements of the Company's products with a competitor's products is prohibited.
- 42.12. Use of Company trademarks, logos, product photos, or corporate images without written approval is prohibited.
43. Consent to monitor: Where permissible by law, the Company reserves the right to monitor social media activities of the Direct Sellers to ensure compliance and take necessary action to protect its reputation.

44. Unsolicited communications such as spam communications, adding persons to WhatsApp groups or emailing lists without their consent, creating unauthorised online communities using the name of the Company, or hosting digital events in the name of the Company without prior written consent are prohibited.
45. Code of Conduct for Social Media
- 45.1. Dos:
- (a) Accurately represent the Company and maintain professionalism.
 - (b) Keep Company-related information confidential.
 - (c) Report any misleading or harmful information about the Company.
 - (d) Ensure posts reflect positively on the Company and its business.
- 45.2. Don'ts
- (e) Do not disclose confidential Company information.
 - (f) Avoid discriminatory or offensive advertisements.
 - (g) Do not misrepresent the Company or engage in misleading practices.
 - (h) Refrain from defaming competitors, Customers, or the Company's reputation.
 - (i) Avoid participating in pyramid schemes, crossline sales, or promoting competitors' products.
46. Consequences of Violation. Violations of this policy may result in disciplinary actions, including warnings, suspension, or termination of association with the Company. Legal consequences for improper social media use shall remain the violator's responsibility.

14 | ENFORCEMENT OF THE PROVISIONS OF THE BUSINESS DOCUMENTS

47. Violations: Violations of the Business Documents are considered serious infractions that can adversely impact not only the business of an individual Direct Seller but also the reputation of the Company among the public, media, and government authorities. The following are illustrative examples of violations:
- 47.1. Providing false or misleading information in the application form.
 - 47.2. Misrepresenting the Company, its business model, or its products.
 - 47.3. Breaching any provisions of the Agreement.

- 47.4. Breaching any provisions of this Policy Document.
 - 47.5. Failing to meet the eligibility criteria for appointment as a Direct Seller, as outlined in Section 3.
48. Reporting Violations: Direct Sellers are encouraged to report any violations of the Business Documents by contacting the Company at support@nexussanghi.com. Reports should include all relevant information and supporting documentation. The Company will review the facts and take appropriate action as necessary.
49. Company-Initiated Actions: The Company reserves the right to initiate suspension or termination of a Direct Seller's business, even in the absence of a formal complaint. Before taking action, the Company will offer the Direct Seller an opportunity to explain or justify their conduct, unless the violation is of such severity that immediate termination is warranted.
50. Enforcement Measures: To address violations of the Business Documents, the Company may implement the following measures:
- 50.1. Impose a suspension period on the offending Direct Seller.
 - 50.2. Terminate the distributorship of the offending Direct Seller.
 - 50.3. Require the sale or assignment of the concerned distributorship.
 - 50.4. Mandate the dissolution of the concerned distributorship.
 - 50.5. Take any other action that the Company deems appropriate.
- The Company's decisions regarding enforcement measures shall be final and binding.
51. Consequences of Termination: Termination of a Direct Seller entails the following on and from the date specified in the written notice issued by the Company:
- 51.1. Loss of all rights, privileges, and benefits associated with being a Direct Seller.
 - 51.2. Cessation of all income generated after the termination date, except those from discounts on purchases made prior to the termination date.
52. Upon termination, the Direct Seller must:
- 52.1. Return all Company products and materials in good condition.
 - 52.2. Cease the use of all trademarks, trade names, insignia, and other intellectual property associated with the Company.
 - 52.3. Discontinue identifying themselves as a Direct Seller.

53. Alternative Measures: Instead of immediate termination, the Company may opt to take corrective measures to encourage proper conduct, including but not limited to withholding or forfeiting commissions, awards, or other monetary benefits payable to the offending Direct Seller.
54. Sale or Assignment of Business: If the Company requires a sale or assignment of a Direct Seller's business, the following provisions will apply:
 - 54.1. The business will first be offered for sale or assignment to another eligible Direct Seller, following an order of priority established by the Company.
 - 54.2. The terms of sale will be outlined in a written agreement executed between the Company and the purchaser.
 - 54.3. The business will retain its position within the Hierarchy of Sponsorship and be designated as a subordinate business under the purchaser.
 - 54.4. Proceeds from the sale will be added to an incentive fund and distributed among eligible Direct Sellers, as determined by the Company.
55. Dissolution of Business: If the Company elects to dissolve a distributorship, the business will be merged with the first qualified Upline sponsor in the Hierarchy of Sponsorship.
56. No Limitation on the Company: The Company retains full discretion regarding the methods and timing of business disposition under clauses 54 and 55 above and is not restricted to the options specified in this Section.

15 | VOLUNTARY RESIGNATION OF A DIRECT SELLER

57. A Direct Seller may voluntarily resign from their association with the Company at any time, with or without providing a reason, by submitting a signed resignation request in the format prescribed by the Company. By submitting a resignation, the Direct Seller acknowledges their understanding and acceptance of this policy and its associated terms.
58. Resignations will only be deemed effective upon receipt, validation, and formal acceptance by the Company. Until the Company provides official confirmation of the resignation, the Direct

Seller will continue to be recognised as active and will be bound by all obligations under the Agreement.

59. Resignation during the Cooling-Off Period:

59.1. A Direct Seller has the right to cancel their Agreement within thirty (30) days of its execution i.e., Cooling-Off Period by following the Company's online cancellation process. The Direct Seller must notify the Company of their decision to resign within this period via email, registered letter, or speed post to the Company's registered address or official email ID.

59.2. During the Cooling-Off Period, the Direct Seller may return any unopened, unused, and resalable products purchased from the Company, subject to the Buyback, Return, and Refund Policy.

59.3. If the Direct Seller has received any consideration or benefits from the Company during the Cooling-Off Period, they must return the same along with a formal repudiation letter. Repayments can be made via cash, cheque, demand draft, NEFT, RTGS, or any other approved payment method.

60. Resignation After the Cooling-Off Period:

60.1. A Direct Seller resigning after thirty (30) days of enrolment may return all marketable (unopened, unused, resalable, and unexpired products) or sales materials purchased from the Company.

60.2. Returns and refunds will be subject to and processed in accordance with the Company's Buyback, Return, and Refund Policy, after deducting any applicable setoffs or outstanding obligations.

61. To initiate a return, the Direct Seller must:

61.1. Submit a Product Return Form.

61.2. Provide proof of purchase.

61.3. Follow the prescribed return process and complete all required documentation.

62. Shipping charges for the original purchase and the return will not be reimbursed. Bonuses, commissions, or other earnings previously paid on the returned products will be adjusted accordingly.

63. Upon meeting all conditions and completing the required documentation, the Company will repurchase the returned inventory at the original purchase price, subject to necessary deductions for any outstanding dues.
64. A resigning Direct Seller remains liable for any unpaid dues, pending obligations, or violations of the Company's Business Documentation. The Company reserves the right to recover any outstanding amounts from the Direct Seller prior to processing their resignation or issuing refunds.

16 | QUALITY ASSURANCE

65. The Company is committed to ensuring the industry standards of quality and safety for its prepackaged, ready to cook and ready-to-eat food products, as detailed in its Quality Assurance document. Direct Sellers must ensure that all purchasers are informed of this policy at the time of purchase.

17 | GRIEVANCE RESOLUTION MECHANISM

66. The Company is committed to addressing grievances from Direct Sellers and Customers in a prompt, fair, and transparent manner. The Company shall resolve all grievances in line with the provisions of the Grievance Redressal Policy. All grievances must be made to the Company in a prescribed format and be supported with necessary information and material for the Company to investigate in the matter.

18 | OTHER TERMS AND CONDITIONS

67. The Company endeavours to provide accurate and reliable data through telephonic or online reports, including, but not limited to, personal and HOS activity. However, the Company does not guarantee the accuracy, completeness, or reliability of such data, as it may be affected by various factors, including but not limited to human or technical errors, the timeliness and accuracy of order processing, denial of electronic payments, product returns, and credit card chargebacks.

68. All personal, Customer, and Point Value information provided by the Company is offered "as is," without any representations or warranties, whether express or implied.
69. The Company and any individuals or entities involved in creating or transmitting the data shall not be held liable to any Direct Seller or third party for any direct, indirect, incidental, consequential, special, or punitive damages resulting from the use of or reliance upon personal, Customer, and organisation-related points information. This includes, but is not limited to, lost profits, bonuses, commissions, or opportunities.
70. The Company reserves the sole and absolute right to amend the terms of the Agreement, as well as the prices of its products and services, at its discretion. By entering into the Direct Seller Agreement, the Direct Seller explicitly consents to any modifications or revisions implemented by the Company.
71. The Direct Seller expressly consents to the Company's sole discretion to assign the Agreement, in whole or in part, to any affiliate, subsidiary, parent organisation, or any other entity.
72. The Company shall not be held liable for failing to fulfil its obligations under the Agreement when such fulfilment becomes commercially impracticable due to events beyond its reasonable control. No claims may be brought against the Company in connection with such circumstances.
73. No Agency Relationship
- 73.1. A Direct Seller of the Company is a self-employed independent contractor, solely responsible for the management and operation of their business. This includes discretion over their work schedule, business methods, expenses, and time commitments.
- 73.2. As an independent principal, a Direct Seller is not an employee, agent, franchisee, fiduciary, or beneficiary of the Company or any other Direct Seller. Consequently, they shall not be entitled to any employment benefits or claim any rights typically associated with employment.
74. Right to Audit

- 74.1. The Company reserves the right to audit and verify the accuracy of information provided by a Direct Seller. This includes but is not limited to financial records, sales reports, and adherence to the Company's policies.
- 74.2. Any discrepancies or irregularities identified during such audits may result in corrective actions, including but not limited to:
- (a) Withholding of payments.
 - (b) Suspension of distributorship.
 - (c) Termination of the Direct Seller's Agreement.
75. Payment Terms
- 75.1. Compensation shall be paid by the Company in accordance with the payout eligibility criteria specified in the Compensation Plan, provided the Direct Seller adheres to the terms and conditions of the Agreement.
- 75.2. All payments related to commissions, discounts, returns, or refunds shall be processed exclusively through bank transfers in favour of the Direct Seller, named as the primary Applicant as per the details provided in the direct seller application or as subsequently updated in writing by the then primary Applicant.
- 75.3. The designated bank account must be opened and operated in compliance with Indian laws, including applicable foreign exchange regulations.
76. Governing Law and Dispute Resolution
- 76.1. This Business Document and any related matters shall be governed by and construed in accordance with the laws of the Republic of India, without regard to conflict of law principles.
- 76.2. The parties shall make all reasonable efforts to resolve disputes amicably through mutual discussions within 30 days of the dispute arising.
- 76.3. Any unresolved dispute, difference, or claim shall be referred to arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996. The following terms shall apply:
- (a) The venue of arbitration shall be Indore, Madhya Pradesh.
 - (b) The arbitration proceedings shall be conducted in English or Hindi;
 - (c) The arbitrator's decision shall be final and binding on all parties.
- 76.4. Subject to the arbitration clause above, the courts of Indore, Madhya Pradesh, shall have exclusive jurisdiction over matters arising out of this Policy Document.

77. Limitation of Liability
- 77.1. The liability of the Company, whether arising from contract, tort, or any other cause, shall not exceed the lesser of:
- (a) The actual damages or losses determined by arbitration or any other dispute resolution mechanism, and
 - (b) The total commissions earned by the Direct Seller in the six-month period preceding the date of the dispute.
- 77.2. The Company shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of business, profits, or goodwill, even if the Company has been advised of the possibility of such damages.
78. Indemnification. Direct Seller agrees to indemnify, defend, and hold the Company harmless from any claim, demand, action, prosecution, or liability, including associated costs and damages, arising out of:
- 78.1. Any breach of this Business Documents by the Direct Seller.
- 78.2. Any misconduct or violation of applicable laws, regulations, or Company Business Documents by the Direct Seller.
79. The Company reserves the right to offset any amounts payable to the Direct Seller against any liabilities or obligations arising under this indemnity provision.
80. This policy is binding on all Direct Sellers and is an integral part of the Company's Business Documents. Any violation of the above provisions may result in corrective measures as deemed appropriate by the Company.