

Terms & Conditions (Direct Seller Agreement)

Definition:

1. **Direct Seller Contract/Agreement** shall mean & include the following (Including Amendment, Modifications & re-enactment thereof):
 - A). Direct seller Application forms which include terms & Conditions for the seller.
 - B). The Company business plan & Business manual
 - C). Code of ethics for independent associate or independent distributor.
 - D). 30 days return & refund policy of the company.
 - E). Independent distributors license transfer policy.

Note: the company may publish modify and update the given policies & documents on its website <https://searchwayglobalonline.com/>

2. **Age of independent Distributor:** The Independent Distributor of the Company is above 18 years of age and has submitted true information and valid documents in support of his / her particulars and that the Independent distributor undertakes full responsibility for the genuine of Identification Documents being submitted
3. **Distributorship / Direct Selling:** it is subjected to that independent distributor buying the products of the company with his/her own consent & becoming the independent distributor where he/she independently growing his/her sales.
4. **Duration:** this contract shall remain valid & continue to remain in full force unless terminated by the company that is mentioned in point no 9.
5. **Return & refund Policies:** the independent distributor completely understands the return & refund Policy. That is independent distributor can return & refund his products within the 30 days of date of invoice.
6. **Distributorship Transfer:** independent distributor can transfer his/her distributorship to his/her nominee or in his/her blood relation in case of death of the independent distributor.
7. **Payment & Bank Accounts:** Company make all payments of incentives, discounts, refund etc. through NEFT transaction in the favour of distributor's account which he/she filled in his/her profile at the time of sign up. The company never deals in cash.

8. Obligation to the Independent Distributors:

- A) Independent distributors shall not sell any of company products for the exceeding the MRP mentioned on the labels of the company's products unless authorized by the company in writing.
- B) Follows all laws regulations of the company.

8.1 Independent distributor shall not:

- A) Mislead about the products information or company's compensation plan. If found so then company reserve its rights to take strict action against him/her.
- B) Provide any literature or training which go against the policies & laws of company.
- C) Share his/her password or login details with any third party. If he/she does so then he/she is responsible for it.
- D) Indulge into any kind of illegal & unethical activities. If he/she does so then strict action will be taken against him/her.

9. Termination of the direct seller agreement:

- A) if independent distributor return his/her products within the 30 days of date of invoice & apply for the refund then after clearing all the amount to distributor this agreement will be terminated.
- B) If independent distributor violates the code of ethics & conduct then company reserve the rights to terminate his/her distributorship.
- C) If Independent distributor involves into any kind of illegal activities within the company premises or found into misleading other distributors then company reserves rights to terminate his/her distributorship with immediate effect.

10. Relationship between Parties: the independent distributor hear by confirms that he/she entered into this agreement as an independent contractor. Company does not promise him/her any kind of job or employment. It is understood by the independent distributor that he/she always operate as an independent contractor as acting in his/her own name at his/her own responsibilities while purchasing products from the company. Independent Distributor earns incentives as per compensation plan from the selling of the products. Incentives solely depend upon distributor's own skill, ability and performance at sale promotion.

11. Dispute Resolution Mechanism: the independent distributor shall approach the grievance redressal mechanism of the company in case of any conflict or dispute with the company within 30 days from the date of events. The company will provide adequate solution within the 30 days from the date of raising your concern to the company.

12. Amendment & Modification: the company reserves unconditional & Exclusive rights to amend, modify, discontinue introduce its business plan, policy/policies terms& Conditions at any time without any notice or liability.

Disclaimer: I, the undersigned, hereby confirm that I have completed 18 yr of my age. . All the information is explained me in my vernacular language, I am joining as direct Seller at my own Will and not forced by my sponsor or company. I will solely responsible to any loss due to my decision to become Direct Seller with the company and I will not hold company or my sponsor guilty or responsible in whatever way in future. I agree to adhere to and abide by the Conditions mentioned hereunder. I shall become a Direct Seller, on Purchase of various products which will make me eligible for a relation as a Direct Seller with the Company. I agree to adhere to and abide by the conditions mentioned hereunder. I shall become a Direct Seller, on Purchase of various products which will make me eligible for a relation as a Direct Seller with the Company. My Direct Seller relation cannot be transferred sold, assigned to any person without the prior written consent of the company. I am responsible to pay all my applicable taxes from time to time and the Company will not be held liable for the same. I have no objection and I agree to the Company deducting tax at source from my weekly/monthly actual cheque as per rates prescribed under the Income Tax Act 1961 or pay the same as prescribed under any other law for the time being in force or any modification thereof.

I solemnly confirm that the information set forth is accurate to the best of my knowledge and belief and have read, understood and hereby agree to the terms and conditions given in the reverse side of this form and those prevalent/updated on the company's website, a copy of which has been made available to me by my sponsor. I also confirm and agree to abide by such terms and conditions modified or amended by the said company from time to time.

By signing here, I expressly agree to be abiding by terms & Conditions of this Contract