

FOHOWAY INDIA PVT. LTD. DIRECT SELLER CONTRACT

Applicant should read thoroughly and understand the terms and conditions, policies and procedure and Business plan of the company. This Contract is a legally binding document and is in accordance with the Consumer Protection (Direct Selling) Rules 2021 issued by the Govt. of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs vide F. No. J-10/9/2018-CPU dated 28th Dec., 2021 read with Indian Contract Act, 1872 This Contract is between the Applicant herein after referred to as “Fohoway Direct Seller” or ”FDS” and Fohoway India Private Limited (hereinafter as “Fohoway” or “Company”).

Definitions:

- a) **Fohoway Direct Seller:** mean a person appointed by the Company on a principal-to-principal basis through this Contract to undertake sale, distribution and marketing of Fohoway products and services. An FDS may introduce or sponsor another FDSs and support them to build their direct selling business of Fohoway products and services.
- b) **FDS Contract:** shall mean and include the following and all of which are collectively referred to as the "Agreement":
- The FDS Application Form.
 - These Terms and Conditions forming part of the FDS Application Form.
 - The Fohoway Policies and Procedures.
 - The Fohoway Business Plan.as amended from time to time which shall be notified on the website (web address)
- c) **Effective Date:** shall mean the date of submission of the FDS Application form, subject to Approval by the Company.
- d) **Territory:** shall mean the Republic of India
- e) **Fohoway Literature**” shall refer to the various documents issued by Fohoway India from time to time to govern the Fohoway business and include these Terms and Conditions, Fohoway’s Business Plan, Policies and Procedures, Privacy Policy, website terms of use, Return Refund and Exchange Policy, Delivery and Shipment Policy and Modes of Payment Policy. Fohoway Literature as applicable from time to time is provided on the Fohoway India’s website <https://www.fohowayindia.com/>

- 1. Eligibility Criteria & Legal Requirement:** Applicant confirms that:
 - 1.1. he/she is has attained the age of majority and is not disqualified from contracting by any law for the time being in force
 - 1.2. he/she has filled up the Direct Seller Application form by submitting true and correct information and by submitting a copy of KYC documents such as a) PAN Card b) proof of address c) proof of identification d) cancelled cheque e) Passport size photograph or any other documents as required by the Company.
 - 1.3. He/she had undergone mandatory orientation session about direct selling operations of the company
 - 1.4. He/she further undertake that he had neither been convicted of a criminal offence(s) nor declared bankrupt during the last five years from the date of execution of the present agreement.
- 2. Rejection of application:** Fohoway India may reject any application for any reason, at its discretion, if the application contains incomplete, inaccurate, false or misleading information. Any alteration or modification will be subject to verification.
- 3. Term:** This Direct selling agreement shall remain valid and continue to remain in full force unless terminated earlier by either party with or without cause by giving a notice.

FOHOWAY INDIA PRIVATE LIMITED

Regd. Office: Premises No. DJ1001, 1002, 1023, 1024, 10th Floor, DLF Tower B, Jasola South West Delhi - 110 025

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4. **Joining & Cooling Off Period:** Joining as an FDS is Free of Cost and no person is required to purchase any minimum product or sale promotion material as a condition to join. Commission or incentive to the FDS are based on sale of products and no payment will be made for their recruitment. FDS understands that they have a cooling off period of 07 days to cancel the contract and receive full refund against the product purchased during this period.
5. **Promotion of Business:** FDS agrees:
 - 5.1. to always carry their identification card issued by the Company and government ID card at all times they visit a prospective customer premises and shall identify themselves as Fohoway India Independent Distributor and disclose the identity of Fohoway India its address of place of business and the nature of goods or services sold and the purpose of such solicitation to the prospect/consumer.
 - 5.2. that at the time of representing the company to the prospective clients/buyers/consumers they shall provide all the correct details regarding the prices, credit/payments, terms of guarantee, after sale service, product return policy, right to cancel the orders, refund policy and details regarding the complaint redressal mechanism of the company.
 - 5.3. to provide a self-attested copy of his PAN. He/she understand that if they fail to provide a copy of their PAN card, tax deduction as per the provisions of The Income Tax Act shall apply.
 - 5.4. that they shall only make use of only Company provided or approved forms and literature to solicit sale and in promotion of its business and be bound by Fohoway India Policies and Procedure in this respect.
 - 5.5. to inform about the rights of consumer, in respect of cancelling the order or returning of the product (s), in saleable condition and about the return policy of the Company regarding the product (s).
 - 5.6. not to misrepresent the product or services or make any promise which cannot be fulfilled which are against the policies set forth in the Literature of the Company to any prospective FDS / consumer.
 - 5.7. not to use, produce, create, publish, distribute, or obtain from any source other than the official website / brochures, any literature, recordings (audio, video, or otherwise), sales or enrolment aids relating to the products. Nor can the FDSs use or display any of the first party's trademarks, trade names, service marks, logos, designs or symbols to market and advertise the products other than as outlined in the Code of Conduct without first obtaining written authorization from the Company.all the commissions/incentives are to be transferred only in the bank account of the FDS.
 - 5.8. to defend, indemnify and hold harmless to the first party / company against any liability, losses, damages, or any other costs, incurred or suffered by the first party as a result of any breach, negligence act or omission or wilful default arising either directly or indirectly for the performance or non-performance by the FDS.
 - 5.9. not to use any misleading, deceptive, or unfair trade practices.
 - 5.10. not to indulge in fraudulent activities or sales or in false or misleading representations or any other form of fraud, coercion, harassment, or unconscionable or unlawful means
 - 5.11. Promote/participate in a pyramid and/or money circulation scheme or enrol any person to such schemes
 - 5.12. provide an order form to the consumer at or prior to the time of the initial sale, which shall identify company and the FDS and shall contain the name, address, registration number, identity proof and contact number of the FDS, complete description of the goods or services to be supplied, the country of origin of the goods, the order date, the total amount to be paid by the consumer, the time and place for inspection of the sample and delivery of goods, consumer's rights to cancel the order or to return the product in saleable condition and avail full refund on sums paid as per Fohoway India's policy and complete details regarding the complaint redressal mechanism of Fohoway India.

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- 5.13. obtain goods and service tax registration, Permanent Account Number registration, all applicable trade registrations, and licenses when applicable and comply with the requirements of applicable laws, rules and regulations for sale of a product.
 - 5.14. take appropriate steps to ensure the protection of all sensitive personal information provided by the consumer in accordance with the applicable laws for the time being in force and ensure adequate safeguards to prevent access to, or misuse of, data by unauthorized persons.
6. **Amendment:** Company may from time to time amend any of the above-mentioned terms and conditions or Code of Ethics by notice on its website. If FDS do not agree to be bound by the said amendment he/she may terminate the contract with immediate effect by giving a written notice to Company, otherwise FDS's continued relationship with the Company will constitute an affirmative acknowledgment by the FDS to having agreed to such amendment and be bound by same.
 7. **No Employee-Employer relationship:** FDS confirms that he/she/they has/have entered into this contract as an independent contractor. Nothing in this contract shall establish either an employment relationship or any other labour relationship between parties or a right for the FDS to act as a producer, broker, commercial agent, contracting representative or other representative of Fohoway India or its affiliated/ subsidiary company.
 8. **Assignment of rights & duties:** -This agreement is entered on a personal basis and may not be assigned or transferred by the FDS to a third party without the written consent of the company.
 9. **Buy-back and return policy** includes buy-back of goods once supplied, within 30 days of the dispatch of goods subject to the condition:
 - Replacement, in case the goods are damaged in transit.
 - Full refund, in case the FDS cancels contract during cooling off period.
 - Full refund if the goods are found to be of inferior quality
 - Refund of amount minus packing and forwarding charges if the goods are not required by the FDS
- (Kindly refer to the Return/Exchange/Refund Policy of the company for further details)
10. **Governing Law:** The FDS Contract and all questions of its interpretation shall be governed by and construed in accordance with the laws of Republic of India, without regards to its principles of conflicts of law. The Agreement is civil in nature and hence, it is to be governed and construed in accordance with the Indian Contract Act, 1872, the Code of Civil Procedure and other applicable laws of India.
 11. **Dispute Settlement:** Any dispute arising out of this Agreement shall endeavour to settle through mutual discussion within 30 days of such dispute or in any manner touching upon it, the same shall be settled through arbitration under Arbitration and Conciliation Act 1996 with all statutory amendments, by a sole arbitrator to be appointed by a Director of the Company, who may be specifically authorised by the Board of Directors of the Company in this regard. The venue of arbitrator shall be Delhi. Subject to above Courts at New Delhi alone shall have jurisdiction in relation to direct selling contract and matter arising therefrom. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees.
 12. **Waiver:** Any waiver by the Company of any breach of this Agreement must be in writing and signed by an authorized officer of the Company. However, such waiver shall not operate or be construed as a waiver of any subsequent breach thereafter.
 13. **Limitation of liability:** Companies liability whether under agreement or otherwise, arising out of or in connection with this agreement] shall not exceed the lesser of a) actual damages or loss accessed by the arbitrator b) the total commission earned by the FDS during the six months period preceding the date of the dispute.
 14. **Termination:** That both parties hereby agree that in case of termination of agreement, by giving a written notice to be given, to/by the either party. Where an FDS is found to have made no sale of goods or services for a period up to 2 years since the contract was entered into or since the date of last sale made, the Company shall be entitled to terminate this agreement by giving FDS 7 days' notice for the same. The Company may also terminate this agreement if the FDS is found to be violating provisions of the companies Policies and Procedure or these Terms and Conditions.

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Entire Agreement: This Agreement and the documents incorporated by reference constitutes the entire contract between the Parties Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. In case of any conflict or inconsistency between this Agreement and any other agreement (other than these codes of conduct / Policies and Procedures), the terms mentioned under this Agreement shall supersede and prevail. To the extent of any conflict or inconsistency between this Agreement and Code of Conduct, the Code of Conduct shall in all instances, supersede and prevail over any term of this Agreement as to the matters addressed herein.

By clicking the agreed column, the FDS undertakes that he / she / they have read & understood all the Terms and Conditions mentioned in the E Contract & Fohoway India Business Plan, Code of Ethics, Policies and Procedure and hereby agree to abide by them.



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