



## AGREEMENT BETWEEN DIRECT SELLER & FOREVER HERBAL PRODUCTS PVT. LTD.

### **TERMS & CONDITIONS :**

1. A Direct Seller Is Expected To Be Truthful And Accurate In Offering FHP Business Opportunities Or Selling FHP Products . He Should Not Make False Claims About The Quality, Uses, Opportunities, Products, Earnings & Efforts Required To Build The Business.
2. A Direct Seller Can Operate His Own Direct Seller Ship Only. In FHP Business A Husband And Wife Can Be Sponsored Only As A Single Direct Seller Ship.
3. The Direct Seller Agrees Not To Enter Or Participate In A Competing Activity In Any Other Direct Selling Company .
4. The Direct Seller Must Be 18 Years Of Age And If Under Age Then Its Guardian Must Sign Direct Seller Application Form & Other Documents.
5. Nothing In This Agreement Shall Establish An Employment Relationship Or Any Other Labour Relationship Between The Direct Seller And The Forever Herbal Products Pvt. Ltd. Direct Seller Hereby Confirms That He/she Has Entered Into This Agreement As An Independent Contractor And Nothing Shall Establish-The Position Of Direct Seller As Procurer, Broker, Commercial Agent, Contracting Representative Or Other Representative Of FHP When Purchasing And Selling FHP Products. The Direct Seller Shall Act As An Independent Vendor Acting In His/Her Own Name, At His /Her On Responsibility And His/Her On Account .
6. A Direct Seller In One Line Of Sponsorship Must Buy All The Products Either Directly From FHP Or From His/Her Sponsor. No Direct Seller Shall Engage In Cross Group Selling.
7. A Direct Seller Must Not Engage In Any Deceptive Or Unlawful Trade Practices As Defined By Any Central State Or Local Law Or Regulation.
8. When There Is A Dissolution Of Direct Seller Ship, The Incentive Will Be Divided Equally Among The Direct Seller Group Or As Directed By The Court.
9. A Direct Seller Will Have To Submit KYC Documents.(Duly Filled Joining Form, Passport Size Photo, ID Card, Residence Proof Such As Attested Copy Of Driving License, Passport, Aadhar Card, Voter Card, Pan Card And Copy Of Bank Passbook Or A Cancelled Cheque At Company's Head Office Or Will Have Upload The Soft Copy Of Required Documents In His/Her Profile On Company's Website
10. Till The Direct Seller ID Is Not Activated His/Her Sales Incentives Will Not Be Released & If This Is Not Done His/Her ID Will Be Automatically Deleted. If The Direct Seller Has Any Growline That Growline Will Be Rolled Up His/Her Sponsor.
11. Forever Herbal Products Pvt. Ltd. Shall Not Be Liable For Any Incidental Or Consequential Damages Caused By Its Breach, Cancellation Or Suspension Of This Agreement, Whether Or Not The Possibility For Such Damages Is Known To The Company.
12. The Direct Seller Who Does Not Purchase 100 BV On His ID For 6 Consecutive Months, His ID Will Be Blocked According To Company's System
13. The Direct Seller Who Quits The Company Due To Some Reason Or Is Terminated, So That Direct Seller After Completion Of 6 Months, Can Be Rejoin The Company From 7 Month.
14. If Any Direct Seller Is Already Working In Any Group , So He Can't Take Rejoining In Any Other Group In His Blood Relation , If He Does , So When The Complaint Comes , His Second ID Will Be Terminated.
15. Forever Herbal Products Pvt. Ltd. Is Not Responsible For Any Payment Made Through Individual Which Is Not Reaching The Company.
16. Statutory Dues As And When Directed By The Government Like T.D.S. Etc. Along With The Service Charges And Other Deduction Will Be Charged By The Forever Herbal Products Pvt. Ltd.
17. This Direct Seller Agreement Is Entered Into On A Personal Basis And May Not Be Assigned Or Transferred During The Direct Seller Lifetime To A Third Party Without Forever Herbal Products Pvt. Ltd. Written Consent.
18. No Other Similar Business Should Be Discussed / Promoted By The Direct Seller Especially In The Company Office / Meeting Premises.
19. The Company Reserves The Right To Amend Or Terminate The Marketing Policies In Part Or Full With / Without Prior Notice.
20. The Direct Seller Must Sell The Materials & Products Provided By The Company Or Approved In Writing By The Company Prior To Their Use.
21. The Direct Seller Shall Not Sell Forever Herbal Products Pvt. Ltd. Products Exceeding The M.R.P. Fixed By The Company From Time To Time.

### **BUY BACK POLICY :**

If Any Defect Is Found In Any One Product Or Among The FHP Products Or If Any Direct Seller Wants To Discontinue His/Her Direct Seller Ship With FHP Company, Then It Can Either Be Returned Or Exchanged FHP Products Within The Thirty Days From The Purchase Date Of Products. The Returned Products Must Be Supported With Purchase Bill And Such Products Should Not Be Any Type Of Damage Of Any Type. The Direct Seller Should Ensure That Condition Of The Products Should Be Similar To The Condition Which Was Initiated At The Time Of Purchase.

Relation And Other Activities Between The Forever Herbal Products Pvt. Ltd. & The Direct Seller Shall Be Governed By The Rules. In Addition To This Agreement (A) The Company Brochure (B) Rules Of Conduct Polices And Procedure Which Company May Amend From Time To Time.

Jurisdiction In Respect Of Any/All Disputes Arising Out Of Or In Relation To This Direct Seller Agreement Shall Vest Exclusively In The Courts At Ludhiana.

TOKEN OF ACCEPTANCE

DIRECT SELLER'S SIGNATURE