

Terms & Conditions

These Terms and Conditions are to be read together with the Modicare Consultant Application Form (the "Application"). They become binding if and when Modicare Limited (Modicare), in its sole discretion, accepts the Application pursuant to Clause 2 here in and as per the Code of Ethics for Modicare Consultants (the "Code of Ethics").

1. Definitions:

(a) **Cooling Off Period:** shall, subject to Clause 9, mean a period of 30 days from the date of acceptance of this Modicare Consultant Application by Modicare within which period any new Modicare Consultant shall be entitled to terminate this Contract without penalty and be entitled to full refund of price of products or materials purchased from Modicare upon return of such products or materials in saleable condition.

(b) **Modicare Consultant:** shall mean a person appointed by Modicare on a principal-to-principal basis through this Contract to undertake sale, distribution and marketing of Modicare products and services. A Modicare Consultant may introduce or sponsor prospects and support them to build their direct selling business of Modicare goods & services.

(c) **Modicare Consultant Contract:** in accordance with the Code of Ethics, it shall mean and include the following:

- i. Modicare Consultant Application Form;
- ii. These Terms and Conditions forming part of the Modicare Consultant Application;
- iii. The Samir Modi Azadi Plan Unlimited;
- iv. The Code of Ethics for Modicare Consultants; and
- v. The Modicare Refund Policy;

as amended from time to time. Modicare may notify any such amendments through notice on its website or SMS or through other Modicare Digital channels.

(d) **Saleable:** shall mean marketable, unused, not expired, not seasonal, discontinued or special promotional products and/services.

(e) **Territory:** shall mean the Republic of India.

(f) **Effective Date:** shall mean the date of submission of the duly filled Modicare Consultant Application, subject to Approval by Modicare.

2. Consultantship/ Direct Selling: Modicare appoints, as of the Effective Date, the individual(s) identified in the above Modicare Consultant Application Form, or if applicable, the legal entity listed therein (the "Entity"), as a Modicare Consultant of Modicare Products and services, and the Applicant(s) (here in after individually or collectively referred to as the "Modicare Consultant or Consultant") agree(s) to such appointment. As of the Effective Date and upon receipt of ordering information and completion of any required formalities, the Consultant may, on a non-exclusive basis, within the Territory as may be communicated by Modicare, and otherwise in accordance with this Contract, purchase Modicare Products from Modicare in order to sell, distribute and market the same.

3. Duration: This contract shall remain valid and continue to remain in full force unless terminated earlier by either Party with or without cause as given herein below in Clause 9.

4. No Employment Relationship: The Consultant hereby confirms that he/she/they has or 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 the Parties or a right for the Consultant to act as a procurer, broker, commercial agent, contracting representative or other representative of Modicare. When purchasing and selling Modicare Products, the Consultant shall operate as an independent vendor, acting in his/her/their own name, at his/her/their own responsibility and for his/her/their own account.

5. No Assignment: This Contract is intuitu personae entered into on a personal basis, and neither this Contract nor any of the rights or obligations of the Consultant arising here under may be assigned or transferred without the prior written consent of Modicare.

6. **Representative(s):** The Co-Applicant/Authorized Representative(s) acknowledge(s) that Modicare will deal exclusively with the Primary Applicant/First Authorized Representative in respect of all Modicare business matters, and also pay commissions and/or any other incentives to and in the name of the Primary Applicant/Entity only.

7. **Payments and Bank Accounts:** Modicare will make all payments on account of commissions, discounts, returns or refunds etc. through bank transfer in favour of the Primary Applicant/Entity only as per the details provided in the Modicare Consultant Application or as may be updated by the Primary Applicant/Entity in writing from time to time. The bank account must be opened and operated in full compliance with Indian law, including with respect to applicable foreign exchange laws.

8. **Obligations of Modicare Consultants:**

(a) The Consultant shall not sell any Modicare Product for a price exceeding the Maximum Retail Price mentioned on the labels of the Modicare products.

(b) The Consultant shall, throughout the validity of this Contract, strictly adhere to all applicable laws, regulations and other legal obligations that affect the operation of his/her/their business. The Consultant shall be responsible for obtaining any applicable registration, license, approval or authorization, to carry out the business as Consultant, copy of which shall be provided to Modicare upon request.

(c) Modicare Consultants shall:

i. always carry their identity card and not visit the consumer's premises without prior appointment / approval;

ii. truthfully and clearly identify themselves and state the purpose of solicitation to the prospective consumer and state the identity of Modicare, provide complete explanation and demonstration as well as description of the nature of products and services being offered for sale, provide details of prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service, complaint redressal mechanism etc.;

iii. provide a bill and receipt to the consumer for orders placed;

iv. subject to applicable legal requirements, maintain proper books of accounts in prescribed forms;

(d) Modicare Consultants shall not:

i. use misleading, deceptive or unfair trade practices for sale or recruitment of prospective Consultants;

ii. require or encourage other Consultants to purchase Modicare products or services in unreasonably large quantities;

iii. provide any literature and/or training material, not restricted to collateral issued by Modicare, to a prospective and/or existing Consultants which have not been approved by Modicare;

iv. require prospective or existing Consultants to purchase any literature or training material or sales demonstration equipment.

v. strictly adhere to, inter alia, the Code of Ethics.

9. **Termination of the Modicare Consultant Contract:** The Consultant may without assigning any reason, after giving written notice to Modicare terminate this Contract with immediate effect and this contract would be terminated automatically. A Consultant shall not be entitled to purchase Modicare products or services upon serving the notice. In addition to the above:

(a) Modicare may terminate this Contract forthwith in case:

i. the Consultant violates the provisions of the Code of Ethics;

ii. for reasons of non-performance of sales of Modicare products and services as per the Code of ethics from time to time, if any;

iii. for the breach of any provision hereof including but not limited to non-compliance to Zero Tolerance Policy as defined in the Code of Ethics;

iv. for the breach of Direct Selling guidelines/laws/rules etc., published by the Government of India or any State Government, as amended from time to time;

v. due to misrepresentation by the Consultant to any consumer or prospective Consultant; or

vi. due to legal, regulatory or other developments that require material operational changes within the Territory, in which case Modicare may, if regulatory conditions allow, endeavour to restructure the contractual relationship with the Consultant on such terms and conditions as are then practical and legally permissible.

(b) Modicare shall also have the right to terminate this contract by giving 30 days' notice in writing if the Consultant fails to make any purchase or sale of Modicare products or services for a consecutive period exceeding 24 months.

Modicare may from time to time amend any of the documents comprising this Contract through notice on its website, or, SMS or through other Modicare Digital channels. If the Consultant does not agree to be bound by such amendment(s), he/she/they may terminate this Contract with immediate effect by giving a written notice to Modicare. Otherwise, the Consultant's continued relationship with Modicare constitutes an affirmative acknowledgment by the Consultant of the amendment(s), and his/her/their agreement to be bound by the same.

10. **Severability:** If any provision of these Terms and Conditions is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. **Governing Law:** This Contract and all questions of its interpretation shall be governed by and construed in accordance with the laws of the Republic of India, without regard to its principles of conflicts of laws. 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.

12. **Dispute Settlement:** The parties shall endeavour to settle any dispute or difference arising out of or in connection with this Contract through mutual discussions within 30 days of such dispute arising. The Consultant agrees that in the event it is not satisfied by any decision of Modicare, or in the event that any issue raised by the Consultant has remained unresolved for a period of more than two months, and / or during the subsistence of this agreement or upon or after its termination, any issue or dispute that the Consultant may have regarding the interpretation or operation of the clauses of this arrangement or any issues arising there from shall be referred to Grievance Redressal Committee set up by Modicare. Any dispute, difference or claim remaining unresolved post reference to the Grievance Redressal committee discussions shall be submitted to binding arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of such arbitration shall be at New Delhi and the award of the Arbitrator shall be final and binding on all Parties. Subject to the above, courts at New Delhi shall alone have jurisdiction in relation to this Contract and matters connected here to.

13. **Limitation on Liability:** Modicare's liability, whether in contract, or otherwise, arising out of or in connection with this Contract shall not exceed the less of:

- (a) actual damages or loss assessed by the arbitrator or any other dispute resolution mechanism adopted by the Parties, or;
- (b) the total undisputed commission/incentives earned by the Consultant preceding the date of the dispute.