



Rules of Conduct

This Entrepreneur Application constitutes the contractual order of the undersigned individual(s) or legal entity (through its authorized signatory(ies)), as applicable, addressed to Himalayan Treasure to enter into a Distributor Contract with Himalayan Treasure under the Terms and conditions specified below this application form. The Applicant(s) hereby certifies(y) that he/she/they/it is/are legally competent to do business in India and is/are not bound by any legal requirement restricting or prohibiting his/her/their/its appointment as an Himalayan Treasure Business Owner(s). In the event of co-applicant(s), the same shall have joint and/ or several liability for their actions connected with the Himalayan Treasure Entrepreneurship for which this application is made.

By signing this Application, I/we confirm that I/we have been Provided with or have undergone Orientation Program which provided fair and accurate information on all aspects of Himalayan Treasure direct selling operation, about free joining, its remuneration system, its refund and return policy, expected remuneration and related rights and obligations as governed under the Himalayan Treasure code of Ethics and Rules of Conduct. I/we further understand and agree that this application and ensuing Himalayan Treasure Distributorship upon acceptance of this application by Himalayan Treasure shall be subject to the Terms and Conditions given below including the constituent documents as amended from time to time. Furthermore, I/we understand and agree that my/ our information provided in connection herewith may be used in accordance with Himalayan Treasure Privacy Policy available at www.himalayantreasure.com. I am signing this application under my own free will.

Terms & Conditions:

These Terms and Conditions are to be read together with the Direct Seller Application (From SA-88-ID, the "Application"). They become binding if and when Himalayan Treasure in its sole discretion, accepts the Application pursuant to Clause 2 here in and Section 3 of the Rules of Conduct for Himalayan Treasure Distributors (the "Rules of Conduct" or the "Rules").

1. Definition:

- (a.) **Cooling Off Period:** shall, subject to clause 9, mean a period of 90 days from the date of acceptance of this Direct Seller application by Himalayan Treasure within which period any new Direct Seller/Distributor shall be entitled to terminate this Contract without penalty and be entitled to full refund of price of- products or materials purchased from Himalayan Treasure upon return of such products or materials in saleable condition.
- (b.) **Direct seller:** shall mean a person appointed by Himalayan Treasure on a principal-to-principal basis through this Direct Seller Contract to undertake sale, distribution and marketing of Himalayan Treasure products and services and to register Preferred Customers within the Territory. A Himalayan Treasure Seller may introduce or direct sellers and support them to build their direct selling business of Himalayan Treasure goods & services.



- (c.) **Direct Seller Contract:** in accordance with Rule 2.1 of the Himalayan Treasure Rules of Conduct shall mean and include the following:
- I. the Direct Seller Application Form SA-88-ID;
 - II. These Terms and Condition forming part of the Direct Seller Application;
 - III. The Himalayan Treasure Sales and Marketing plan;
 - IV. The Code of Ethics of Himalayan Treasure Distributors;
 - V. The Rules of Conduct for Himalayan Treasure Distributors;
 - VI. The Himalayan Treasure Refund Policy; and
 - VII. The Quality Assurance Standards; as amended from time to time. Himalayan Treasure may notify any such amendments on its website, www.himalayanTreasure.com.
- (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 Direct Seller Application, subject to Approval by Himalayan Treasure Marketing Pvt. Ltd.

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

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

4. **No Employment Relationship:** The Distributor hereby confirms that he/she / they has or have entered into this Direct Seller Contract as an independent contractor. Nothing in the Direct Seller Contract shall establish either an employment relationship or any other labour relationship between the Parties or a right for the Distributor to act as a procurer, broker, commercial agent, contracting representative of Himalayan Treasure. When purchasing and selling Himalayan Treasure Products, the Distributor 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. **Assignment:** This Direct Seller Contract is intuitive personae entered into on a personal basis and neither this Direct Seller Contract not any of the rights or obligations of the Direct Seller/Distributor arising here under may be assigned or transferred without the prior written consent of Himalayan Treasure.

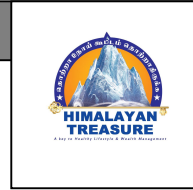


6. Representative(s): The co-Applicant/Authorized Representative(S) acknowledge(S) that Himalayan Treasure will deal exclusively with the primary Applicant/First Authorized Representative in respect all Himalayan Treasure Business matters, and also pay commissions and/or any other incentives to the name of the Primary Applicant/Entity only.

7. Payments and Bank Accounts: Himalayan Treasure will make all payments on account of commission, discounts, returns or refunds etc. through bank transfer in favor of the Primary Applicant/Entity only as per the details provided in the Direct Seller 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 Direct Sellers:

- (a.) The Distributor shall any Himalayan Treasure Product for a Price exceeding the Maximum Retail Price mentioned on the labels of the Himalayan Treasure products.
- (b.) The Distributor shall, throughout the validity of this Direct Seller Contract, strictly adhere to all applicable laws; regulations and other legal obligations her affect the operation of his/her/their business. The Distributor shall be responsible for obtaining any applicable registration, license, approval or authorization, to carry out the business as Direct Seller, copy of which shall be provided to Himalayan Treasure upon request.
- (c.) Direct Sellers for Himalayan Treasure 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 Himalayan Treasure, 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.) Direct Sellers for Himalayan Treasure shall not:
 - I. use misleading, deceptive or unfair trade practices for sale or recruitment of prospective direct sellers;
 - II. Require or encourage other Himalayan Treasure Sellers to purchase Himalayan Treasure products or services in unreasonably large quantities;
 - III. Provide any literature and/or training material, not restricted to collateral issued by Himalayan Treasure, to a prospective and/or existing direct seller which have not been approved by Himalayan Treasure;



- IV. Require prospective or existing direct sellers to purchase any literature or training material or sales demonstration equipment.
- V. Strictly adhere to, inter alia, the Himalayan Treasure Code of Ethics and Himalayan Treasure Sellers.

9. Termination of the Direct Seller Contract. The Direct Seller may without assigning any reason, after giving written notice to Himalayan Treasure terminate this contract with immediate effect and this contract will be terminated automatically. A direct seller shall not be entitled to purchase Himalayan Treasure products or services upon serving the notice.

In addition to the above: Terms & Conditions:

- (a.) Himalayan Treasure may terminate this Direct Seller Contract forthwith in case:
 - i. the Direct Seller violates the provisions of the Code of Ethics or the Rules of Conduct;
 - ii. for reasons of non-performance of sales of Himalayan Treasure products and services as per the targets defined from time to time, if any,;
 - iii. for the breach of any provision hereof including but not limited to non-compliance to Rule 4.2.1 and Rule 4.10 of the Himalayan Treasure Rules of Conduct;
 - iv. for the breach of Direct Selling guidelines published by the Government of India or any state Government;
 - v. due to misrepresentation by the Direct Seller to any consumer or prospective Direct Seller; or
 - vi. Due to legal, regulatory or other developments that require material operational changes within the Territory, in which case Himalayan Treasure may, if regulatory conditions allow, endeavor to restructure the contractual relationship with the Direct Seller on such terms and conditions as are then practical and legally permissible.

- (b.) Himalayan Treasure shall also have the right to terminate this contract by giving 30 days' notice in writing if the Direct Seller fails to make any purchase or Himalayan Treasure products or services for a consecutive period exceeding 12 months. Himalayan Treasure may from time to time amend any of the documents comprising the Direct Seller Contract thorough notice on its website, [www. Himalayantreasure.com](http://www.Himalayantreasure.com). if the Distributor does not agree to be bound by such amendment(s), he/she/they may terminate the Direct Seller Contract with immediate effect by giving a written notice to Himalayan Treasure. Otherwise, the Distributor's continued relationship with Himalayan Treasure constitutes an affirmative acknowledgment by the Distributor of the amendment(s), his/her/their agreement it 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.** The Direct Seller Contract and all questions of its interpretation shall be governed by and construed in accordance with 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 the Direct Seller contract through mutual discussions within 30 days of such dispute Himalayan treasure. The Direct seller agrees that in the event it is not satisfied by any decision of Himalayan Treasure, or in the event that any issue raised by the Direct Seller her 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 Direct Seller 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 the company. 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. The venue of such arbitration shall be at Dindigul and the award of the Arbitrator shall be final and binding on all Parties. Subject to the above, courts at Dindigul shall alone have jurisdiction in relation to the Direct Seller Contract and matters connected here to.

13. Limitation on Liability, Himalayan Treasure liability, whether in contract or otherwise, Himalayan out of or in connection with this Direct Seller 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 commission earned by the Distributor during the six-month period preceding the date of the dispute.