

TERMS AND CONDITIONS

This Contract is construed in accordance with the model of Direct Selling Guidelines issued by the Government of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs vide F.No. 21/18/2014-IT (Vol-II) dated 9th September, 2016 read with Indian Contract Act 1872 and supersedes any prior terms and conditions, discussions or contracts between company and direct seller.

Between **Bestway Health and Future Private Limited**, which is a registered company, having its Registered Office at Sector 9-10 Road, Jandli, Ambala City, Ambala, Haryana – 134003 (Hereinafter referred to as “**Company / Bestway Future**”) which expression shall, unless the context otherwise permits, include its successors and permitted assigns of the one part herein after called as **First Party**.

And

The person / entity who has filed the online / offline application form hereinafter referred to as '**Independent Distributor**' which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her / their legal heirs, executors, administrators and assignees of both the parties, hereby called as the **Second party**.

Whereas the first party is a registered Company under Companies Act, 2013 and the second party is willing to work with the first party after full compliance of the Indian Contract Act 1872 read with the guidelines as provided by Government of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs vide F.No. 21/18/2014-IT (Vol-II) dated 9th September, 2016 on the following **terms and conditions**.

Definition :- In this Agreement

1. “**Independent Distributor(s)**”– Shall mean a person who has accepted the contract to undertake Direct Selling Business of Bestway Future and avail the financial or nonfinancial benefits.
2. “**Sponsor**”– Sponsor shall mean an existing Independent Distributor who introduces a new customer to be an Independent Distributor of Bestway Future and whose name appears on the Application Form as the Sponsor.
3. “**Business Volume (BV)**” and “**Point Value (PV)**”– Shall mean the value on which the incentives will be calculated on sold products as per Bestway Future Compensation Plan.
4. “**Downline**”– Shall mean the Customers / Independent Distributors below a specific Independent Distributor of Bestway Future respectively in the genealogy as the context requires.

Terms: -

1. Subject to this Contract, company hereby appoints the Independent Distributor and the Independent Distributor hereby accepts its appointment on a principal-to-principal, non-exclusive basis to use, promote and resell the Bestway Future Products in India.
2. This instrument hereinafter referred to as the contract, executed between Bestway Future & Independent Distributor(s).
3. No Fee is charged to become Independent Distributor(s).
4. An Applicant is registered as an Independent Distributor when the Company accepts the application of the applicant and grants the unique Independent Distributor ID.
5. **Cooling Off Policy:** That Bestway Future agrees to allow the cooling off period of 30 days from the date of purchase / signing of Contract in order to cancel the contract and to receive 100% refund for goods or services purchased.
6. **Buy Back Policy:** The Bestway Future agrees to allow buyback / refund of goods within 30 days of purchase of product.
7. Any Independent Distributor contravening any rules, regulations, policies, and procedures or causing any lawful loss to the company shall make this contract liable for termination with immediate effect and the company shall have the right to file appropriate civil and criminal proceedings against him / her as the case may be.
8. In case of Non-Performance by Independent Distributor for the consecutive 2 Years, Bestway Future will issue a Termination letter with a notice of 1 month to the

Independent Distributor. If the Independent Distributor wishes to ask Bestway Future to review the decision of termination, he / she shall make such a request to Bestway Future in writing within thirty (30) days from the date of notice of termination. If Bestway Future does not receive such request within the thirty (30) days period, the termination will automatically be deemed final.

Independent Distributor agrees that: -

1. He / she entered into this contract as an Independent Distributor of Bestway Future in capability of doing contract as per the Indian Contract Act, 1872, and shall have no power of authority to incur any debt, contracts, obligation or liabilities or to make any representation of any warranties on behalf of Bestway Future.
2. He / she shall not be an employee or agent of Bestway Future or in any partnership relationship or any other labor relationship with Bestway Future.
3. He / she shall act as an Independent Distributor on his / her own name at his / her own responsibility for his / her account while purchasing and selling Bestway Future products.

4. He / she shall not sell any Bestway Future product for price more than Maximum Retail Price (MRP).
5. The relationship between Bestway Future and Independent Distributor shall be governed by the rules contained in this contract & Bestway Future Compensation Plan.
6. Bestway Future may amend any of the terms and conditions in this contract and its website (www.bestwayfuture.com) without any prior notice. If an Independent Distributor does not agree by such amendments he / she may terminate this contract within 30 days of such publication by giving a written notice to the company.

Independent Distributor's continued relationship with Bestway Future will be considered as an acceptance to all the amendments.

7. He / she will understand the product cost or any of it is non-refundable after lapse of 30 days from the date of registration on website as well as by this contract. The Company's liability is limited to replace any defective material, at its own cost. If found and reported within 24 hours of delivery, via email to designated email ID of the Customer Care department or return to Bestway Future Office or closest distribution center.
8. The Independent Distributor agrees that his / her decision has been made directly by him / her and not under any influence. Before starting his / her relationship with Bestway Future he / she has read and understood all information given on the website (www.bestwayfuture.com).
9. Bestway Future will deal exclusively with the Independent Distributor himself in respect of all business matters and will make all payments on account or return or refund through Bank transfer / account payee cheque drawn in favor of the Independent Distributor.
10. Bestway Future authorizes Independent Distributor to share, release and circulate all or part of the information set forth herein to other Independent Distributor within or outside of India.
11. He / she cannot transfer this contract or any of the rights or obligations arising out of it to anybody else without prior written consent of Bestway Future.
12. He / she shall sell and deliver the product to other customers / Independent Distributors ethically and professionally.
13. He / she shall provide bona-fide supervision and training to downstream Independent Distributor including on-going contact, communication, encouragement and support.
14. He / she shall be personally liable for all kinds of taxes, via, or any other Government dues, levies or statutory liabilities arising due to any Earning / Income from Bestway Future.
15. He / she has applied for Independent Distributorship of Bestway Future Products according to the terms and conditions mentioned in this contract and Bestway Future Compensation Plan and are available on company's website (www.bestwayfuture.com).
16. He / she shall provide a photo Identification Card issued by any Central or State Govt. as proof of address and identity and PAN applicable.
17. He / she shall carry the Identification card issued to him / her by Bestway Future and will seek prior appointment with customer for initiation of sale, he / she would identify himself and Bestway Future, provide address, registration, telephone number to customer and would truthfully represent the nature of products / services in the manner consistent with the claims authorized by Bestway Future.
18. He / she understands that he / she is not supposed to pay any money to any Independent Distributor who is a part of his / her up-line and down line. He / she also understands that if any money so paid by him / her will be at his / her risk and cost and shall not create any liability against Bestway Future.
19. He / she shall not require / encourage other Independent Distributor to purchase goods / services in unreasonably large amount or to purchase any literature, training or sales demonstration equipment, nor will sell any unapproved literature / training material.
20. Independent Distributor fully understands the implications of the terms and conditions and therefore binds him / herself into a legal contract with Bestway Health and Future Private Limited, as per the Indian Contract Act, 1872 and other applicable laws. Further, the Independent Distributor acknowledges and agrees that he / she read and abide by Bestway Future Compensation Plan (as amended from me to me) and the Direct Selling Guidelines 2016 issued by the Department of Consumer Affairs and all amendments thereto (which shall also govern the conduct and mode of business of the Independent Distributor under the present contract).
21. He / she shall not sell products / services on e-commerce platforms / market place or on any fixed retail outlet.
22. He / she shall indemnify and continue to hold Bestway Future and its Directors, Employees and Independent Distributors indemnified against all claims made by any third party or Customer prosecuted by him / her and any related damages and expenses including the legal expenses arising out of or connected to the conduct of Independent Distributor (in connection with false claims, promises and other assurances made by him / her which are not made by Bestway Future in writing). The liability of the Independent Distributor arising from this clause shall continue regardless of whether the action brought by such third party actually succeeds or not.

23. Any amount payable to the Independent Distributor as incentive by Bestway Future is inclusive of all taxes, by whatever name they are called, including GST, Professional Tax, Surcharge, Cess and other Taxes. These taxes shall be payable by the Independent Distributor and when they are required to be paid as per law.
24. Bestway Future reserves the right to recover back any income paid to any Independent Distributors under the following circumstances. **(a)** Product returned by under Buy Back Policy, **(b)** Returned to any Stockiest / Franchise under any applicable law or **(c)** Stolen or obtained by illegal means.
25. Bestway Future reserves the full and absolute right, at any point of time, to withhold or suspend Independent Distributors benefits including but not limited to bonus, incentives, commissions, entitlements etc. In case he / she does not comply with the terms and conditions mentioned in the contract.
26. The Selling price (MRP) of any Bestway Future product is determined by Bestway Future and no Independent Distributor shall be allowed to reduce or increase the price including BV & PV by way of tempering with the selling price as affixed or decided by Bestway Future on the packing of the product. Breach of the regulation shall result in suspension or termination of Independent Distributorship by Bestway Future.
27. Bestway Future reserves the right, to revise the selling price including BV & PV Points of the product at any point of time without any prior notice.
28. Independent Distributor shall be held liable and responsible for false claims, misrepresentation, etc. about Bestway Future business, quality, quantity, content, usage or benefits of products other than those mentioned in authorized product catalogue specified by Bestway Future and all such acts shall lead to disciplinary action including suspension or termination of Independent Distributorship.
29. Independent Distributor shall not sponsor any person by improper way such as:
 - a. Sponsoring an Independent Distributor who is already an Independent Distributor of another group.
 - b. Sponsoring the spouse of a person who is already an Independent Distributor of another group.
30. Bestway Future reserves the right to take following actions if improper sponsoring is proven to have occurred.
 - Independent Distributorship shall be terminated with immediate effect. If the Independent Distributor is terminated, all Independent Distributors who were improperly sponsored will be transferred to their original sponsors.
31. He / she shall not be involved directly or indirectly (including by proxy) in any activities of other direct selling companies or any other activities that will bring negative effects to Bestway Future. Bestway Future reserves the right to terminate any Independent Distributor who commits such offence.
32. In the event of doubt as to the true meaning concerning this Independent Distributorship, or any portion thereof in relation to its translated versions, the English Version shall prevail.
33. He / she is responsible for his / her Personal Income Tax liabilities, GST Registrations / Payments or any other taxes as per his / her Jurisdiction and that all commissions shall be transferred to his / her designated bank account after deducting necessary TDS, after submitting his / her Bank details, PAN and Aadhaar Card documents in lieu thereof.
34. If English / Hindi is not my first language, the content of the above affidavit and the relevant contract have been explained to me in my vernacular language and I hereby state that I have fully understood and unconditionally agree to all the terms and conditions without any force, pressure whatever of any kind.