



## DISTRIBUTOR AGREEMENT

THIS DISTRIBUTOR AGREEMENT (this "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, by and between Vivllo Lifecare Private Limited, a company incorporated under the laws of India, having its registered office at Plot No. 4, Niwas Housing Society, Pawanputra, Mhalginagar, Nagpur – 440034, Maharashtra and operating through its official website [www.vivllolifecare.com](http://www.vivllolifecare.com) (hereinafter referred to as the "Company"),

AND \_\_\_\_\_, an individual/entity applying to act as an Independent Distributor of the Company (hereinafter referred to as the "Distributor").

### 1. PREAMBLE

The Company is engaged in the manufacture, marketing, and sale of **readymade garments, personal care products, herbal products, and other consumer products**, including **household cleaning products (to be introduced in the future)**. The details of the Company's products are available on its official website.

The Distributor desires to conduct business with the Company by purchasing the Company's products for resale.

The Company desires to appoint the Distributor as its **exclusive distributor** of the products in the specified territory, and the Distributor agrees to such appointment subject to the terms and conditions set forth in this Agreement.

The Company operates as an **e-commerce company** and sells its products **through online platforms**, and all payments shall be accepted **only through online modes**.

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## 2. TERMS AND CONDITIONS

### SECTION 1

1. Each field in this Direct Seller Application (the "Application") is **mandatory** and shall be filled **in English** by the applicant himself/herself who wishes to be appointed as an **Independent Direct Seller** (also referred to as "Independent Distributor") of **M/s Vivllo Lifecare Private Limited** (hereinafter referred to as the "Company").
2. There are **no sign-up fees**. Registration as an Independent Distributor is **free of cost**.
3. By submitting this Application, the applicant undertakes to **abide by all subsequent terms and conditions**, read along with the policies of the Company and the **Direct Selling Guidelines** issued by the Ministry of Consumer Affairs, Government of India, published in the Official Gazette dated **26th October 2016**, including any amendments, modifications, or enactment of new legislation by the Government of India. The applicant shall sign and submit the **Independent Distributor Agreement** with the Company along with this Application.
4. This Application constitutes a **valid offer** within the meaning of **Section 10 of the Indian Contract Act, 1872**, made by the undersigned to the Company, to enter into an Independent Distributor Agreement under the terms and conditions specified herein.
5. The Independent Distributor understands and agrees that he/she is **not an employee** of the Company, and there is **no employer–employee relationship** between the Independent Distributor and **Vivllo Lifecare Private Limited**. The Independent Distributor shall be considered an **independent business person**,

undertaking the business of his/her own free will and consent, without any pressure, force, or persuasion from any person whatsoever.

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## SECTION 2

1. The Independent Distributor understands that the Company is a **direct-selling / network marketing company** dealing in **readymade garments, personal care products, herbal products, and other consumer goods**, including **household cleaning products (to be launched in the future)**. There is **no membership fee, joining fee, or renewal fee** payable to the Company. The Independent Distributor shall only pay for the products purchased and shall receive a **tax-paid invoice** against such purchases.
2. The Independent Distributor confirms that he/she is **above 18 years of age**, has submitted **true and correct information**, and valid documents in support of his/her identity and particulars. The Independent Distributor undertakes full responsibility for the **authenticity and genuineness** of the identification documents submitted.
3. The Independent Distributor hereby **authorizes the Company** to conduct **e-KYC verification** of his/her **PAN, Aadhaar, and Bank documents** as submitted. The Independent Distributor also agrees and unconditionally authorizes the Company to send communications, which shall **override any DND (Do Not Disturb) registration**.
4. The Independent Distributor certifies that the details filled in the **online distributorship application (e-form)** on the Company's website have been filled in correctly and verified thoroughly. The Independent Distributor accepts full responsibility for any **errors or omissions** in the submitted details. The responsibility for correctness of such details shall lie with **both the existing distributor (if applicable) and the prospective distributor**.
5. The Independent Distributor shall conduct his/her business with **due integrity, honesty, fairness, and transparency**, and always act in the **best interests of both the Company and customers**. The Distributor shall expand his/her business only through **legal and ethical means**.
6. The Independent Distributor shall not indulge in any **illegal, unethical, or fraudulent activity** that may cause harm, damage, or loss to the Company. The Distributor shall not induce, influence, or sway other distributors by any unfair means, including **undercutting or reducing retail prices**.
7. The Independent Distributor shall not **force or coerce** any prospective distributor to purchase products. He/she shall explain the Company's business plan in a **fair, truthful, and transparent manner** and shall also educate the prospect regarding the **Return and Refund Policy** of the Company.
8. The Independent Distributor shall not represent himself/herself as a **Director, Officer, Franchise Owner, Agent, or Authorized Representative** of the Company, nor claim authority to appoint or authorize any person on behalf of the Company.
9. The Independent Distributor shall maintain **confidentiality** of the Company's business plans, policies, and strategies and shall not disclose the same to any competitor or third party. The Distributor shall not exaggerate, misrepresent, or manipulate the **price, quality, ranking, availability, or performance** of the products to induce sales.
10. The Independent Distributor shall ensure complete **confidentiality of login credentials**, online control panel, and data, and shall not share personal login IDs or passwords with any third party whatsoever.
11. The Independent Distributor shall not use the **Company's name, brand name, logo, address, or trademarks** for advertising or promotion through any medium (including print, television, radio, internet, or social media) without **prior written permission** of the Company. The Distributor shall not create any misleading impression regarding jobs, accommodation, or guaranteed income.
12. The Independent Distributor shall not transfer, assign, or convert the distributorship into a **retail store or franchise**, nor list or sell Company products through **unauthorized online or offline platforms**, retail shops, or marketplaces.
13. The Independent Distributor shall not **relabel, repackage, duplicate, or alter** the Company's products, nor infringe the **copyright, trademark, or intellectual property rights** of the Company or its suppliers.
14. The Independent Distributor shall not promote or sell products of any other company engaged in a **similar line of business**, nor persuade customers or distributors to purchase products from competing companies or join other direct-selling companies.

15. The Independent Distributor shall not damage the **reputation, goodwill, or credibility** of the Company, its Directors, Administrators, Staff, or Distributors, and shall not commit **forgery or falsification** of any Company document.
16. The Company reserves the **absolute right of admission** to its premises. While visiting Company offices or branches, Independent Distributors and prospects must carry **valid identification documents** and may be subject to security checks.
17. All Independent Distributors shall be treated **equally**, irrespective of business volume or seniority. No Distributor shall claim or seek **special privileges or preferential treatment** from the Company or its staff.
18. The Independent Distributor shall not claim to be a **friend, associate, or relative** of the Company's Directors, Administrators, or Staff for obtaining undue advantage or influencing business prospects.
19. The Independent Distributor shall not form **unauthorized associations or unions**, defame the Company or other distributors, interfere with Company operations, or damage the **market reputation** of the Company.
20. The Independent Distributor undertakes not to operate multiple distributorships by using **fake, duplicate, or misleading identities**, addresses, or documents, and shall not run more than **one network or FCID**.
21. The Independent Distributor declares that there is **no conflict of interest**, and that he/she has no undisclosed personal or professional relationship with Company staff or their family members. Any existing relationship must be declared in advance. Breach shall result in **automatic termination**.
22. The Independent Distributor shall not restrict or obstruct any distributor from conducting business legally and ethically, nor force or induce any distributor to leave the Company.
23. Upon termination of distributorship, the Independent Distributor shall be entitled only to **bonuses or commissions earned prior to termination**, payable in the subsequent cycle. No future commissions, bonuses, royalty, or incentives shall be payable. Any excess or prepaid amounts shall be **recoverable** as per Company policy.
24. The Company reserves the right to **terminate or suspend** the distributorship if the Distributor violates these terms or becomes involved in legal proceedings that may harm the Company's reputation or goodwill. The decision of the Company shall be **final and binding**.
25. The Independent Distributor shall conduct business using **his/her own funds** and shall not take or encourage loans from banks, financial institutions, or individuals for purchasing Company products. No Distributor shall promise or arrange loans for others.
26. There shall be **no cash transactions** on behalf of the Company. All product sales must be supported by a **valid tax invoice**.
27. Unless otherwise agreed in writing, the distributorship and all associated benefits are **non-transferable**.

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## SECTION 3

1. The Independent Distributor shall not misguide prospects into purchasing **excessive stock** beyond their selling capacity. There is **no mandatory purchase obligation**.
2. The Independent Distributor shall not make false or misleading claims regarding **quick, easy, or guaranteed income**. The Distributor understands that income is based solely on **product sales, discounts, and commissions**, and is not assured or fixed.
3. The Independent Distributor understands the **cooling-off period**, during which he/she may terminate the distributorship in accordance with Company policy.

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## SECTION 4

1. Independent Distributors shall not charge or pay any **unauthorized fees** for training, promotion, or network placement. Any violation shall result in **immediate termination**.

2. These terms and conditions shall apply to **all Independent Distributors** and may be amended by the Company through **official notification**, without individual notice.

3. The Independent Distributor confirms that these terms have been **read, understood, and explained** to all prospects in a **clear, transparent, and fair manner**, preferably in their **mother tongue**.

28.

## **BUSINESS PLAN OF THE COMPANY**

i. Any person who signs up with the Company may associate under any one of the following business categories:

**A. Sales Associate (SA)**

**B. Business Co-ordinator (BC)**

**C. Business Developer (BD)**

**D. Supervisor (SV)**

**E. Business Representative (BR)**

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ii. Registration as a **Sales Associate (SA)** is based on **sign-up only**. There is **no mandatory purchase requirement** at the time of registration as a Sales Associate.

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iii. To obtain the status of **Business Co-ordinator (BC)**, the Distributor shall purchase products worth **₹5,000/- (Rupees Five Thousand Only)** by placing an online order on the Company's official platform.

Upon completion, the Distributor shall be entitled to a **17% discount on subsequent purchases**.

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iv. To obtain the status of **Business Developer (BD)**, the Distributor shall purchase products worth **₹9,000/- (Rupees Nine Thousand Only)** by placing an online order on the Company's official platform.

Upon completion, the Distributor shall be entitled to a **21% discount on subsequent purchases**.

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v. To obtain the status of **Supervisor (SV)**, the Distributor shall purchase products worth **₹26,500/- (Rupees Twenty-Six Thousand Five Hundred Only)** by placing an online order on the Company's official platform.

Upon completion, the Distributor shall be entitled to a **26% discount on subsequent purchases**.

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vi. To obtain the status of **Business Representative (BR)**, the Distributor shall purchase products worth **₹40,500/- (Rupees Forty Thousand Five Hundred Only)** by placing an online order on the Company's official platform.

Upon completion, the Distributor shall be entitled to a **30% discount on subsequent purchases**.

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vii. All Distributors shall purchase products from the Company only after carefully reviewing the information, terms, and conditions available on the Company's official website.

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viii. The Company shall generate a **tax invoice** in favor of the Distributor upon receipt of the online order and confirmation of online payment.

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**ix. Cash transactions are strictly prohibited.** All payments shall be made **online only**, as per the invoice raised by the Company, into the Company's designated bank account or authorized payment gateway.

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**x.** If any Distributor, Sales Associate, Business Co-ordinator, Business Developer, Supervisor, Business Representative, or any other person associated with the Company collects money in cash or in his/her personal bank account by misleading any person, the affected person shall immediately inform the Company.

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**xi.** Upon receipt of such complaint and if the same is found to be true after inquiry, the person who wrongfully received the amount shall be required to **refund the amount immediately** to the concerned person or deposit the same into the Company's bank account. Failing this, the aggrieved person shall have the right to take legal action against such individual, and the Company shall not be responsible for such fraudulent acts.

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**xii.** After receipt of payment, the Company shall dispatch the products through **courier services** to the address provided by the Distributor at the time of placing the online order.

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**xiii.** Any person who has obtained any business category with the Company and wishes to continue business shall promote the Company's products by explaining the **correct product details, policies, and business model** honestly.

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**xiv.** The Distributor shall maintain **complete transparency** while marketing or selling the Company's products and shall not make any **false promises, misleading statements, or exaggerated claims**.

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**xv.** If a prospective customer or distributor is unable to read or write English, the Distributor shall explain the Company's **policies, product details, and business plan** in **Hindi or the local language** understood by such person.

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**xvi.** In case of any fraud, false representation, or cheating by any person associated with the Company, the Company reserves the right to **initiate legal proceedings**, and the affected person shall also have the right to lodge a **police complaint** against such individual.

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## **SECTION 5**

### **RETURN, REFUND & RTO POLICY OF THE COMPANY**

1. The Independent Distributor acknowledges and fully understands that the Company provides a **17 (Seventeen) days Return and Refund Policy** applicable to products purchased from the Company through its official online platform. All returns, replacements, and refunds shall be governed strictly in accordance with the Company's Return and Refund Policy as detailed below.

2. In case any person or Independent Distributor places an online order and makes payment through authorized online modes into the Company's designated account, refund shall be permissible only subject to the following conditions:
  - a. If a refund request is raised **within 2 (Two) days from the date of online payment, and before generation of the tax invoice and dispatch of goods**, the applicant shall be eligible for a **refund after deduction of applicable administrative charges** as per Company policy.
  - b. If the refund request is raised **after generation of the tax invoice and dispatch of goods**, the applicant shall be eligible for a **refund up to 80% of the amount paid**, provided the request is made **within 15 (Fifteen) days from the date of invoice generation**, and subject to return of goods as per Company guidelines.
  - c. No refund, return, or exchange request shall be entertained **after expiry of 17 (Seventeen) days from the date of placing the online order**. After the said period, the Company shall not be liable to return money or exchange products under any circumstances.
  - d. In case a return is requested **after receipt of goods but within 17 days from the date of order**, the Distributor or customer shall be required to return the products to the Company **in unused, unopened, undamaged, and original condition**, along with original packaging and invoice. If the returned goods are found to be used, damaged, tampered with, or not in resalable condition, the Company shall have the right to reject the return, and **no refund shall be payable**.
3. The Independent Distributor fully understands and agrees to comply with the **Return to Origin (RTO) Policy** of the Company and undertakes to accept delivery of the products ordered by him/her. Any loss arising due to refusal or non-acceptance of delivery shall be borne by the Distributor as per Company policy.
4. The Independent Distributor confirms that he/she is aware of the Company's **Customer Care contact details, email ID, and grievance redressal mechanism**, and shall utilize the same for raising any complaint, query, or request related to return, refund, or replacement.

## SECTION 6

### PROMOTION OF INDEPENDENT DISTRIBUTORS

i. Any Independent Distributor who has obtained the status of **Business Co-ordinator (BC)** and is eligible for **17% discount** shall be required to refer and guide **other prospective persons** to shop from the Company on the **same terms and conditions** under which he/she obtained the BC status.

The Distributor shall truthfully explain the Company's products, policies, and business plan to such prospects.

ii. Upon successful shopping by **three (3) persons** referred by the Distributor in accordance with Company policy, and subject to fulfillment of all eligibility criteria, the Distributor shall become eligible for promotion to the next higher business level, i.e., **Supervisor (SV)**, and shall be entitled to a **26% discount** on purchases made by him/her or through his/her ID. Upon such promotion, the Distributor may be recognized as a **Business Executive** by the Company.

iii. A Distributor holding the status of **Supervisor (SV)** with **26% discount** shall further refer and guide **three (3) additional persons** to shop from the Company on the same terms and conditions, while clearly explaining the Company's business model, policies, and compliance requirements.

iv. Upon completion of shopping by the said **three (3) referred persons**, and subject to Company verification and approval, the Distributor shall become eligible for promotion to the status of **Business Representative (BR)** and shall be entitled to a **30% discount** on all subsequent purchases made by him/her or through his/her ID.

v. For promotion to any **special leadership or honorary rank** (including but not limited to senior leadership roles or training authority roles), the eligible Distributor may submit a written request to \_\_\_\_\_ the \_\_\_\_\_ Company. The Company, after evaluating the Distributor's overall performance, sales volume, compliance record, leadership conduct, and business ethics, may promote such Distributor at its sole discretion. The decision of the Company in this regard shall be final and binding.

vi. Any Distributor holding a leadership or senior rank shall not pressurize, coerce, or induce any person to sign up with the Company without properly explaining the Company's products, policies, return and refund policy, and business plan in a clear and transparent manner.

vii. No sign-up or shopping shall be done on the basis of **false promises, false representations, exaggerated income claims, or misleading statements**. Every Distributor shall ensure that the actual policies and conditions of the Company are fully disclosed to prospects.

viii. Any Distributor authorized by the Company to conduct **training, orientation, or business development activities** shall do so with complete transparency, honesty, dignity, and in strict compliance with Company policies and applicable laws.

ix. No Distributor, including any senior or leadership-level Distributor, shall collect or retain any money in cash or in his/her personal bank account from any person in the name of the Company. All payments shall be made **only through the Company's authorized online payment modes**.

x. Any Distributor entrusted with training or business development responsibilities shall maintain proper records of business activities, expenses, and operational data, and shall provide such information to the Company whenever required.

xi. The Distributor shall maintain accurate accounts of any authorized expenditure incurred for approved business activities and shall submit the same to the Company periodically or as directed by the Company.

## **SECTION 7**

### **JURISDICTION**

All disputes, differences, or claims arising out of or in connection with this Agreement, including its interpretation, validity, performance, or termination, shall be subject to the **exclusive jurisdiction of the competent courts at Delhi, India** only.

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## **SECTION 8**

### **DURATION & TERMINATION**

#### **a. Effective Date and Duration**

This Agreement shall become effective from the date of acceptance by the Company and shall remain valid for a period of **three (3) years**, unless terminated earlier in accordance with the terms of this Agreement.

#### **b. Option to Renew**

The Independent Distributor shall have the option to renew this Agreement for an additional period as may be prescribed by the Company, by giving **prior written notice at least 30 (Thirty) days before the expiry** of the initial term, subject to compliance with Company policies and approval by the Company.

### **c. Termination**

#### **i. Termination for Breach**

Either Party may terminate this Agreement by giving written notice if the other Party fails to perform any material obligation under this Agreement and does not rectify such breach within **30 (Thirty) calendar days** from receipt of a written notice specifying the breach.

In case of a repeated breach of the same obligation, the non-breaching Party may terminate the Agreement with immediate effect.

#### **ii. Notice by Senior / Leadership Distributors**

Any Distributor holding a **leadership or senior business position** (including Team Leader or equivalent rank as recognized by the Company) shall provide a **minimum advance written notice of 30 days** to the Company before voluntarily discontinuing distributorship.

iii. Prior to termination, such Distributor shall submit complete and accurate details of business conducted by him/her personally or through his/her distributor ID, as required by the Company for reconciliation and compliance purposes.

iv. Upon submission of complete business details and settlement of all dues, obligations, or liabilities to the satisfaction of the Company, the Distributor may be issued a **No Objection Certificate (NOC)**, wherever applicable.

v. Upon completion of the above formalities and issuance of the NOC (if applicable), this Agreement shall stand terminated.

vi. After termination, the Distributor shall **not make any defamatory, misleading, or damaging statements** against the Company, its Directors, staff, or distributors, whether publicly, privately, or through any media including social media platforms. Any violation shall render the Distributor liable for legal action and damages as per applicable law.

vii. If any Distributor discontinues business in violation of Company policies or without serving the required notice period, the Company shall have the right to recover any outstanding dues, adjust payable incentives or discounts, or initiate appropriate legal proceedings as permitted under law.

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## **SECTION 9**

### **DECLARATION BY THE INDEPENDENT DISTRIBUTOR**

I hereby declare, confirm, and undertake as under:

1. I am voluntarily providing my personal information and have applied to enroll myself as an **Independent Distributor** of Vivllo Lifecare Private Limited, and the sponsor (if any) has agreed to associate me under his/her distributor ID.
2. I fully understand that the Company is **not offering any employment, job, or salaried position**, and that the business involves promotion and sale of products through the direct selling model.
3. I understand that the Company does **not provide any guaranteed income, assured returns, or investment opportunity**, and that earnings, if any, depend solely on my personal efforts, product sales, and performance.
4. I am aware that I may purchase products in multiple tranches as per my own choice and capacity, either for self-consumption or resale.

5. I confirm that there are **no joining fees, training fees, or renewal fees**, and that I have not paid any amount to anyone, including the Company, for joining or continuing distributorship.
6. My decision to associate with the Company is made **of my own free will**, without any force, coercion, pressure, or misrepresentation.
7. I understand that my appointment is on a **principal-to-principal basis**, and that I am neither an employee nor an agent of the Company.
8. I confirm that I have been provided with adequate orientation and information regarding the Company's products, business model, incentives, Return & Refund Policy (17 days), Return to Origin (RTO) Policy, and applicable rights and obligations under the Direct Selling Guidelines issued by the Government of India.
9. I agree that this Application and my distributorship, upon acceptance by the Company, shall be governed by these Terms and Conditions, the Independent Distributor Agreement, and all applicable Company policies as amended from time to time.
10. I undertake to keep my personal, bank, and contact details updated with the Company in case of any change.
11. I consent to the use of my information by the Company in accordance with applicable laws of India.
12. I agree to abide by the Company's **business guidelines, policies, and code of ethics** at all times.
13. I declare that all information furnished by me is true, correct, and complete to the best of my knowledge.
14. I agree to submit self-attested copies of required documents including Aadhaar, PAN, and bank details, and to sign all required forms as prescribed by the Company.
15. I authorize the Company to conduct **e-KYC verification** of my documents and consent to receive communications from the Company, notwithstanding any DND registration.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement voluntarily and with full understanding, and the same shall be effective from the date first mentioned above.

VIVLLO LIFECARE PRIVATE LIMITED

Distributor Name: \_\_\_\_\_

ID No.: \_\_\_\_\_

Left Thumb Impression: \_\_\_\_\_

Signature: \_\_\_\_\_

Mobile No. \_\_\_\_\_

Witnesses: 1. \_\_\_\_\_

2. \_\_\_\_\_

Place: Nagpur, Maharashtra

Date \_\_\_\_\_