

DIRECT SELLING AGENT AGREEMENT

This Direct Selling Agent Agreement (hereinafter the “Agreement”) made and executed at and on mentioned in **Annexure-1** by and between **Saachi India Marketing Private Limited** a Company incorporated under the Companies Act, 1956 having its registered office at 1334, Desh Bandhu Gupta Road, 317 Durga Chambers, Karol Bagh, New Delhi – 110 005 (hereinafter referred to as “Saachi” which expression, unless repugnant to the context, shall mean and include its affiliates, subsidiaries, group companies, successors, assigns etc.) of the One Part; And “**Direct Selling Agent**” (which expression, unless repugnant to the context, shall mean and include successors, permitted assigns, representatives, etc.), the details whereof are mentioned in **Annexure-1** of the OTHER Part.

WHEREAS:

- A. The Direct Selling Agent has expressed keen desire to work as a Direct Selling Agent for selling the Goods / Service Offerings / Products provided by Saachi to its Customers.

- B. Saachi has agreed to appoint the Direct Selling Agent as its non-exclusive selling agent for the services in the territory for the purpose of distributing of the Goods / Service Offerings / Products provided by Saachi.

- C. Direct Selling Agent's sole authority shall be to solicit customers for the Goods / Service Offerings / Products provided by Saachi in the territory in accordance with the terms of this Agreement. Direct Selling Agent shall not have the authority to make any commitments whatsoever on behalf of Saachi.

D. The Parties have mutually agreed to enter into this Direct Selling Agent Agreement and execute this Agreement to set out the terms on which the Direct Selling Agent shall be appointed as the Direct Selling Agent for the purposes of distribution of Goods / Service Offerings / Products provided by Saachi, with effect from the Effective Date.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. INTERPRETATION AND DEFINITIONS

The terms defined herein shall have the same meaning as specified unless otherwise specified in this Agreement. Except where the context otherwise requires, references to one gender include the other gender, the singular includes the plural and vice-versa. The term "including" as used in this Agreement means "including without limitation".

- 1.1 “Customer” shall mean the end-consumer who avails/purchases the Goods / Service Offerings / Products through the Direct Selling Agent.
- 1.2 “Direct Selling Agent” shall mean and include the Direct Selling Agent, its employees, agents and representatives.
- 1.3 “Selling Agent / Sales Force” shall mean appointment of representatives required by the Direct Selling Agent to fulfill its obligations under this Agreement.
- 1.4 “Effective Date” shall be as per the Annexure-1 of this Agreement.

- 1.5 "End date" shall mean the date on which this Agreement is terminated in accordance with the terms of this agreement.
- 1.6 "Information" shall mean all business information, data, documents and other information in whatever form recorded, provided and obtained in connection with the fulfillment of the terms and obligations of this Agreement.
- 1.7 "Goods / Service Offerings / Products" shall mean the goods or services or products provided by Saachi to the Customers under the brand Saachi.
- 1.8 "Competitive Services" shall mean any Goods / Service Offerings / Products offered by any third person or entity other than Saachi, which is capable of providing Goods / Service Offerings / Products similar to those provided by Saachi.
- 1.9 "Term" of this Agreement shall be as defined in Clause 3 of this Agreement.
- 1.10 "Territory" shall mean the areas where the Direct Selling Agent can sell Goods / Service Offerings / Products as specified by Saachi in writing from time to time.
- 1.11 "Trademarks" shall mean any trademark, word, symbol, letter, design, logo, label, pattern and/or similar marks, whether registered or not, which belongs to or are used by Saachi to identify market, characterize and/or label the Services.

1.12 Saachi and the Direct Selling Agent are together referred to as the “Parties” and each individually as a “Party”.

1.13 In this Agreement

- a. References to Clauses are references to Clauses of this Agreement.
- b. References to any legislation or to any provision of any legislation shall include any modification or re-enactment of that legislation or any legislative provision substituted for, and all rules and regulations and statutory instruments issued under such legislation or provision.
- c. Headings to the Clauses of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- d. Any Amendment to this Agreement and its recitals and all certificates and such other amendment agreements and circulars delivered pursuant to this Agreement in respect of the subject matter of this Agreement shall form an integral part of this Agreement.

2 SCOPE OF AGREEMENT

- 2.1 Saachi hereby appoints the Direct Selling Agent as an independent business associates of **sales force** on incentives/ commissions basis for selling of the Goods / Service Offerings / Products in the Territory, on the terms and conditions enumerated herein below.
- 2.2 During the subsistence of this Agreement, the Direct Selling Agent shall not, at any time, either directly or indirectly, be engaged in the business of providing any Goods/ Service Offerings / Products to any person / entity providing Competitive Goods / Service Offerings / Products, without obtaining the prior written permission of Saachi.
- 2.3 The Direct Selling Agent expressly agrees and understands that Saachi shall, during the subsistence of this Agreement, be entitled to appoint third persons/ parties to provide Goods / Service Offerings / Products and that this Agreement does not confer any exclusive right on the Direct Selling Agent for the same. Further, this Agreement does not confer any territorial right, to the Direct Selling Agent, to exclusively perform the Goods / Service Offerings / Products or any part thereof.
- 2.4 Direct Selling Agent shall use his best efforts to promote and maximize the sale of Goods / Service Offerings / Products in the territory.
- 2.5 Direct Selling Agent shall also provide reasonable assistance to Saachi in promotional activities in the territory.
- 2.6 Direct Selling Agent will assist Saachi by taking part in all promotional events, use the marketing inputs judiciously for maximizing orders for Saachi.

2.7 Direct Selling Agent's task is to solicit customers from all potential businesses in the territory.

3 TERM

3.1 The Term for this agreement shall commence from the Effective Date mentioned in **Annexure-1** and shall expire on the End Date.

3.2 It is expressly agreed that any transaction by way of selling the Goods / Service Offerings / Products after the termination of this Agreement but initiated prior to the termination of this Agreement shall not be construed to be and shall not be an extension of this Agreement.

4 RELATIONSHIP

4.1 The Direct Selling Agent shall sell Goods / Service Offerings / Products as an independent business associates and on a non-exclusive basis. This Agreement between the Parties is executed on Principal-to-principal basis and nothing contained herein shall be deemed to create any partnership, joint venture or employment between the Parties hereto or between Saachi and the Direct Selling Agent's representatives and employees.

4.2 The Direct Selling Agent's employees, agents or representatives have no authority and/or right to bind Saachi in any manner whatsoever. It is clarified that the employees/representatives employed/engaged by the Direct Selling Agent shall be the sole employees/representatives of Direct

Selling Agent and Saachi shall have no financial or statutory responsibility towards them.

5 PAYMENTS, DISCOUNTS AND TAXES

- 5.1 The Direct Selling Agent shall make all payments towards the purchase of the Goods / Service Offerings / Products purchased from Saachi in advance.
- 5.2 The Direct Selling Agent agrees and acknowledges that the Goods / Service Offerings / Products are of different types and denominations and may be changed by Saachi from time to time as it deems fit.
- 5.3 Saachi shall intimate the prices of the Goods / Service Offerings / Products to the Direct Selling Agent from time to time. The Direct Selling Agent agrees and acknowledges that the prices of the Goods / Service Offerings / Products are subject to variation / changes during the subsistence of this Agreement at the sole discretion of Saachi. The Direct Selling Agent, further, undertakes to strictly comply with Saachi's directions with regard to the maximum retail price at which the Direct Selling Agent can sell the Goods / Service Offerings / Products, either physical or electronic, to the Selling Agent Channel / Customers.
- 5.4 No costs, payments and expenses shall be borne by Saachi unless specifically mentioned in this Agreement or mutually agreed by Parties in writing.

- 5.5 Direct Selling Agent shall be responsible for paying all taxes, duties, levies, cess, surcharge or any other charges/ taxes charged to Direct Selling Agent.
- 5.6 All financial and other obligations associated with Direct Selling Agent's business are the sole responsibility of Direct Selling Agent
- 5.7 Direct Selling Agent shall ensure that it fully complies with all requirements of GST, as and when applicable, and shall follow directions of Saachi insofar Saachi determines that compliance with those directions is essential to ensure that Saachi complies with any requirements of GST.
- 5.8 Saachi reserves the right to set-off/ deduct /adjust any amount due and payable to Saachi by the Direct Selling Agent under this Agreement against any amount payable to the Direct Selling Agent or any obligation (monetary or otherwise) due towards Direct Selling Agent under any other agreement. Notwithstanding the above, the relationship between the parties under this agreement will continue to be governed by this Agreement alone.

6 COMMISSION

- 6.1 Saachi shall pay the Direct Selling Agent a commission at such rate as may be communicated by the Saachi in writing to the Direct Selling Agent, for whole or part of the Goods / Service Offerings / Products hereto, based on the Maximum Retailing Price of the product as fixed by Saachi on every new order.
- 6.2 The commission will be subjected to the relevant taxes as applicable. Saachi reserves its right to revise the rate of commission from time to time and the same shall be intimated to the Direct Selling Agent in writing by Saachi.
- 6.3 The Commission shall apply to all sales orders from customers solicited by Direct Selling Agent. (Customers defined as an individual or a company who have bought the Goods / Service Offerings / Products from the Direct Selling Agent for their own use.) No commissions shall be paid on (i) orders solicited directly by Saachi within the Territory; (ii) orders received from outside the Territory unless otherwise agreed in writing by Saachi. (iii) No commission will be paid to the Direct Selling Agent until 100% payment pertaining to the order is received.
- 6.4 The commission on all PAID ORDERS shall be due and payable within ten (10) working days after the Direct Selling Agent raises invoice conditional to the clearance of payment for orders of the Direct Selling Agent.
- 6.5 The Direct Selling Agent shall submit to Saachi the monthly statements of commissions due and payable to Direct Selling Agent under the terms of this Agreement.

7 OBLIGATIONS OF DIRECT SELLING AGENT

- 7.1 The Direct Selling Agent agrees and undertakes to strictly observe and perform all the terms and conditions set out in this Agreement unless exempted to do so in writing by Saachi.
- 7.2 The Direct Selling Agent shall indemnify and hold harmless Saachi in respect of any cost, claims, demand, show cause, litigations, proceedings, damages etc., howsoever arising, from the Direct Selling Agent's breach of the provisions of the Agreement.
- 7.3 The Direct Selling Agent shall maintain all requisite records, registers; account books etc. which are obligatory under any applicable law, including any additional records which may be required to be maintained by any rule, regulation or law, or as may be instructed by Saachi from time to time.
- 7.4 Risk in the selling of Saachi Goods / Service Offerings / Products, whether used or unused, shall pass to the Direct Selling Agent upon delivery of the same by Saachi. Saachi shall not be liable for any loss, pilferage or damage to the Goods / Service Offerings / Products stored and sold by the Direct Selling Agent and the same shall be the sole responsibility of Direct Selling Agent.
- 7.5 Notwithstanding anything contained anywhere else, the Direct Selling Agent's role shall be essentially of selling of the Goods / Service Offerings / Products.

- 7.6 The Direct Selling Agent agrees and acknowledges that Saachi shall not replace any Goods / Service Offerings / Products that have become unusable / sub-standard / destroyed due to:
- a. natural calamities or occurrences or circumstances beyond the reasonable control of either Party, or
 - b. negligence of the Direct Selling Agent in storage, or
 - c. theft of the Goods / Products, or
 - d. due to expiry of the relevant Goods / Products.
- 7.7 It is agreed that, subject to clause 7.6 above, Saachi shall not accept any other Goods / Service Offerings / Products for exchange/ refund by the Direct Selling Agent.
- 7.8 The Direct Selling Agent shall store the Goods / Products in a proper manner and in such a way as to clearly indicate at all times that the same are the Goods / Products and shall not remove, obscure or delete any mark placed (which enables their identification with Saachi) on these Goods / Products by Saachi.
- 7.9 The Direct Selling Agent shall use best efforts to sell the Goods / Service Offerings / Products. During the term of this Agreement (and any extensions thereof), neither the Direct Selling Agent nor its employees, agents and representatives shall directly or indirectly, without the prior written consent of Saachi: -
- a. market, solicit, sell, offer or accept offers to market, solicit, sell or offer any Competitive Goods / Service Offerings / Products, or
 - b. induce or refer any actual or prospective Customer to subscribe to any Competitive Goods / Service Offerings / Products, or

c. provide any Customer or any third party with any information / data pertaining to any Competitive Goods / Service Offerings / Products.

7.10 The Direct Selling Agent shall ensure that the Direct Selling Agent / Sales Force responsible for providing the Goods / Service Offerings / Products to the Customers in the Territory complies with Saachi's policies and directions as may be intimated by Saachi to the Direct Selling Agent from time to time. The Direct Selling Agent undertakes to obtain undertakings / indemnities from all personnel forming part of the Direct Selling Agent / Sales Force (in the form and manner as may be prescribed by Saachi from time to time). It is hereby further agreed that the Direct Selling Agent shall be solely responsible for the activities carried by the Selling Agent / Sales Force.

7.11 The Direct Selling Agent shall not offer the Goods / Service Offerings / Products to any Customer or to the Selling Agent Channel at a price higher than the maximum service charge/ maximum retail price specified by Saachi in respect of the Goods / Service Offerings / Products. Similarly, the Direct Selling Agent shall ensure that the Selling Agent Channel does not offer the Goods / Service Offerings / Products to the Customers at a price higher than the stipulated maximum retail price/ maximum service charge.

7.12 Subject to the above, the Direct Selling Agent shall be free to fix the prices of Goods / Service Offerings / Products at any level which is below the maximum service charge / maximum retail price.

- 7.13 The Direct Selling Agent shall comply with (i) any laws, regulations, rules and/or procedures relating to the selling of the Goods / Service Offerings / Products which may be stipulated by any authority, or any interpretations/compliance guidelines thereof as may be provided by Saachi and (ii) all rules and procedures concerning the conduct of the Direct Selling Agent's business relating to the Goods / Service Offerings / Products reasonably prescribed from time to time by Saachi in writing.
- 7.14 The Direct Selling Agent shall not make any representation to Customers or otherwise or to give any warranties other than those contained in the standard terms and conditions laid down by Saachi from time to time.

8 OBLIGATIONS OF SAACHI

- 8.1 Saachi shall, at its own expense, promptly provide Direct Selling Agent with marketing and technical information, training concerning the Goods / Service Offerings / Products, brochures, instructional material, advertising literature, and other product data.
- 8.2 Saachi shall, at its own expense, assist Direct Selling Agent and customers of the Goods / Service Offerings / Products in all ways deemed reasonable by Saachi in the solution of any problems relating to the Goods / Service Offerings / Products.
- 8.3 Saachi shall inform Direct Selling Agent of new Products or Services that are competitive with Saachi's Goods / Service Offerings / Products and other market information and competitive information as discovered from time to time.

9 AUDIT CLAUSE

- 9.1 During the term of this Agreement, and for a period of six months thereafter, Saachi, at its sole expense reserves the right to audit, inspect, and make copies or extracts of relevant financial statements, systems and processes and records (“Documents”) associated with Direct Selling Agent’s performance under this Agreement. The scope of this audit will be limited to transactions arising out of or in connection with the terms of this Agreement. Saachi may conduct audit either directly or through its consultants or agents (“Auditor”) during the normal business hours.
- 9.2 Saachi or any Auditor appointed by Saachi, shall have unrestricted access to all Documents whether maintained electronically or otherwise including but not limited to the right to call for Documents and explanations, as it may think necessary for performance of its duties as an Auditor. Direct Selling Agent shall always cooperate and assist with Saachi and its Auditor and provide all Documents and other relevant data and information associated with Direct Selling Agent’s performance under this Agreement, as and when required, for conducting audit including not limited to investigate any allegations/ instances of fraud.
- 9.3 Saachi shall ensure confidentiality of the Documents and findings of the audits, however if required, Saachi may share the relevant audit observations with its statutory Auditors, any internal committee of Saachi including but not limited to the Audit Committee of the Board of Directors of Saachi or any other Governmental/ Statutory/ Judicial/ Quasi-Judicial body(ies).

9.4 In the event the audit findings relate, to overcharging, misrepresentations, unethical practice, fraud or breach of terms and conditions of the Agreement, Saachi shall have all or any of the rights stated herein against the Direct Selling Agent (a) to recover the overcharged amount; (b) to suspend/stop all the outstanding/future payments; (c) to terminate the Agreement forthwith without prejudice to other rights under law and contract.

10 INDEMNIFICATION

10.1 The Direct Selling Agent hereby agrees to indemnify, defend and hold Saachi and its directors, officers, employees, agents, and/or assignees, their heirs and legal representatives, harmless against any loss, howsoever arising, out of the conduct of the Direct Selling Agent's business, or breach or violation of any terms and conditions of this Agreement and / or applicable orders, regulations, directions etc. of any of Statutory authorities, and/or from any claims from the Selling Agent Channel.

10.2 The Direct Selling Agent hereby indemnifies and keeps indemnified Saachi from and against all claims, damages, costs and loss incurred or suffered by Saachi as a result of any representations / warranties made by the Direct Selling Agent in any form to any person relating to any aspect of the Goods / Service Offerings / Products, including but not limited to any claim suit or action of a Customer brought against Saachi in respect of performance, non-performance or under performance of Goods / Service Offerings / Products where that claim, suit or action is

attributable wholly or in part to any such representations made by the Direct Selling Agent.

- 10.3 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the Parties and shall survive termination of this Agreement.
- 10.4 The Direct Selling Agent hereby agrees to indemnify, defend and hold Saachi and its directors, officers, employees, agents, and/or assignees, their heirs and legal representatives, harmless against any loss, howsoever arising, from Direct Selling Agent's failure to comply with any laws in relation to taxes. Where Saachi is subject to any claim, suit, show cause or any other action arising from Direct Selling Agent's failure to comply with applicable tax laws, Saachi shall be entitled to withhold and/or set off, from any amounts payable to the Direct Selling Agent by Saachi, an amount equivalent to the quantum of claim, suit or other action faced by Saachi together with reasonable charges for legal costs.

11 PROTECTION OF INTELLECTUAL PROPERTY

- 11.1 During the term of this Agreement, Direct Selling Agent shall have the right to indicate to the public that it is an authorized Direct Selling Agent of Saachi. Nothing herein shall grant Direct Selling Agent any right, title, or interest in Saachi's Intellectual Property.
- 11.2 At no time during or after the term of this Agreement shall Direct Selling Agent challenge or assist others to challenge Saachi's Intellectual Property or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of Saachi.

11.3 The Direct Selling Agent shall ensure that the Intellectual Property is never altered, removed or tampered with.

12 CONFIDENTIALITY

12.1 Direct Selling Agent acknowledges that by reason of its relationship to Saachi hereunder it will have access to certain information and materials concerning Saachi's business plans, customers, technology, and products/services that is confidential and of substantial value to Saachi, which value would be impaired if such information were disclosed to third parties.

12.2 Direct Selling Agent agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Saachi. Saachi shall advise Direct Selling Agent whether or not it considers any particular information or materials to be confidential.

12.3 Direct Selling Agent shall not publish any description of the Products/Services beyond the description published by Saachi and without the prior written consent of the Saachi. In the event of termination of this Agreement, there shall be no use or disclosure by Direct Selling Agent of any confidential information of Saachi.

13 REGULATORY MATTERS AND AMENDMENTS

- 13.1 This Agreement shall at all times be subject to (i) changes or modifications in any regulatory framework, i.e., rules, regulations, directions or orders of any Statutory Authority and (ii) any necessary approvals of Local, State and Central Regulatory Authorities having jurisdiction over the offering or provision of the Goods / Service Offerings / Products in the Territory and/or any of the Direct Selling Agent's activities in connection therewith.
- 13.2 Saachi may, at its sole discretion, add to, suspend or modify the rates for and / or value of the Goods / Service Offerings / Products and shall notify the Direct Selling Agent as soon as practicable of each such modification. Such change shall take effect immediately on receipt of intimation by the Direct Selling Agent. The Direct Selling Agent shall take no action inconsistent with the efforts of Saachi before any regulatory authorities or others regarding any modification of the rates of the value of the Goods / Service Offerings / Products to the extent that Saachi undertakes such effort or actions.

14 TERMINATION AND ITS CONSEQUENCES

- 14.1 Saachi shall have the right to terminate this Agreement by written notice to the Direct Selling Agent for any reason including but not limited to breach by the Direct Selling Agent of any representation, warranty, covenant, or any other terms of this Agreement. Such termination shall be effective from the date mentioned in such written notice.
- 14.2 Saachi may terminate this Agreement for convenience upon 7 (seven) days' notice to Direct Selling Agent.
- 14.3 Direct Selling Agent may terminate this agreement for convenience upon 180 days notice to Saachi.
- 14.4 This Agreement shall come to an end if any regulatory agency or statutory authority promulgates any rule, regulation or order which in effect, or application prohibits or substantially impedes Saachi from fulfilling its obligations hereunder for providing Goods / Service Offerings / Products in the Territory or substantially impedes the Direct Selling Agent's ability to distribute Saachi Goods / Service Offerings / Products.
- 14.5 Upon the termination or expiration of this Agreement for any reason, the Direct Selling Agent shall immediately discontinue selling the Goods / Service Offerings / Products. It is also agreed that the Goods / Products shall be returned to Saachi by the Direct Selling Agent. It is hereby expressly agreed by the Direct Selling Agent that the Saachi shall not in any manner be liable for any commitments by the Direct Selling Agent or any market settlement agreed / committed / promised by the Direct

Selling Agent without the written consent from Saachi and the Direct Selling Agent shall be solely liable for the same.

- 14.6 Upon the termination or expiration of this Agreement, all the Direct Selling Agent's rights under it shall cease and no amount whatsoever shall be due to the Direct Selling Agent or the Selling Agent/ Work Force for loss of goodwill, anticipated profits and any other claims or losses in respect of such termination. The Direct Selling Agent and the Selling Agent/ Work Force hereby waive any claim to receive any compensation as a consequence of the termination of this Agreement.
- 14.7 Upon the termination or expiration of this Agreement for any reason whatsoever, neither the Direct Selling Agent nor the Selling Agent/ Work Force appointed by it shall be entitled to claim from Saachi any compensation for costs or expenses incurred by it in either the setting up or promotion of its business or for any other matter relating to its appointment as the Direct Selling Agent or the Selling Agent/ Work Force as the case may be.
- 14.8 Upon the termination or expiration of this Agreement for any reason, the Direct Selling Agent shall cease to represent as the Direct Selling Agent or representative of Saachi in any manner; and to the extent reasonably possible, return to Saachi those documents, records, or other materials (including, without limitation, all copies either photocopy, computer disks media or tapes or the like thereof) which are provided to the Direct Selling Agent by Saachi or replicated by the Direct Selling Agent or which may contain any of Saachi's Confidential Information. If any of the said information would be considered confidential under this Agreement, the Direct Selling Agent shall continue to keep it confidential and shall

ensure termination forthwith of the agreements it has entered into with the Selling Agent Channels, if any, relating to the subject matter of this Agreement.

15 CONSEQUENTIAL DAMAGES

15.1 Under no circumstances, whether based on contract, warranty, negligence, strict liability, or otherwise, shall Saachi or its Affiliates be liable for any special, consequential, indirect, incidental or punitive damages of any kind or character, including but not limited to, loss of profits or revenues, loss of product, loss of use, cost of capital and the like, arising out of or related to any performance under or breach of this Agreement. The Parties specifically acknowledge that the pricing provisions of this Agreement reflect such allocation of risk and limitation of liabilities.

16 ETHICS

16.1 The Parties will conduct all their dealings in an ethical manner and with the highest business standards.

16.2 The Direct Selling Agent will provide all possible assistance to Saachi in order to investigate any possible instances of unethical behavior or business conduct violations by the Direct Selling Agent or Selling Agent/ Work Force. The Direct Selling Agent shall disclose forthwith any breach of above stated policy that comes to its knowledge to allow timely action in prevention and detection.

16.3 The Direct Selling Agent will adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or kickbacks either in cash or in kind in the course of all dealings with Saachi. Any instances of such violations will be viewed seriously and Saachi reserves the right to take all appropriate actions or remedies as may be required under the circumstances.

17 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

17.1 The laws in India shall govern this Agreement.

17.2 Subject to Clause **Error! Reference source not found.**, the Courts mentioned at Annexure-1 shall have the exclusive jurisdiction in respect of any dispute or differences arising out of or in connection with or touching upon the subject matter of this Agreement.

17.3 Any dispute or difference arising between the Parties hereto in respect of, or out of, or in connection with, or touching upon the subject matter of this Agreement, which the Parties are not able to resolve by mutual consultation, shall be settled by Arbitration in accordance with the provision of the Arbitration and Conciliation Act 1996 or re-enactment thereof. Director of Saachi mentioned in Annexure-1 shall have the right to appoint a sole arbitrator. The venue of Arbitration shall be at the place mentioned in Annexure-1 and the arbitral proceedings shall be conducted in English language.

17.4 Parties agree that breach of clauses relating to Confidential Information, Intellectual Property and Compliance with legal and regulatory matters would cause irreparable damage and loss to Saachi for which monetary

damages would not constitute sufficient remedy and accordingly Parties agree that Saachi may seek injunctive relief at any court having jurisdiction over this Agreement to protect its rights in relation thereto.

18 MISCELLANEOUS

- 18.1 The failure of either Party to require the performance of any of the terms of this Agreement or the waiver by either Party of any breach of this Agreement, shall neither prevent a subsequent enforcement of such terms of this Agreement nor be deemed a waiver of any subsequent breach.
- 18.2 Neither Party shall be liable for the loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from;
- a. compliance with any law, ruling, order, regulation, requirement or instruction of any Central or State Government or any department or agency thereof, or any municipal or any other statutory body, or any Court of competent jurisdiction;
 - b. acts of God, fires, strikes, embargoes, war, insurrection, riots and other causes beyond the reasonable control of the Party.
 - c. However such Party shall use its best efforts to minimize the loss or damage that may be caused to the other Party.
- 18.3 This Agreement including its Annexures represents the entire Agreement between the Parties and shall supersede /prevail over any other prior agreement/ arrangement with respect to the subject matter hereof. This

Agreement may only be amended or superseded by a written amendment executed by the Parties.

- 18.4 The termination or expiration of this Agreement for any reason (a) shall not relieve the Parties of their obligations with respect to the provisions related to Intellectual Property and confidentiality, (b) shall not relieve the Parties of any obligation which expressly or by implication survives termination (including but not limited to Clauses relating to Indemnification, Taxes, Confidentiality and Arbitration).
- 18.5 In addition to the above mentioned sub-clauses, any other provision which by its content is intended to survive the performance, termination, expiration or cancellation of this Agreement shall so survive, without limiting the abovementioned sub-clauses in any manner.
- 18.6 If any provision of this Agreement is held to be invalid by a Court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.
- 18.7 Each Party hereby represents that the execution and the performance of this Agreement by such Party does not conflict with any other Agreement by which it is bound.
- 18.8 The Direct Selling Agent shall not assign its rights and remedies nor transfer its obligations under this Agreement without the prior written consent of Saachi. In any event, any assignment or transfer shall not operate to relieve the Direct Selling Agent of any of its obligations here under.

18.9 Each Party shall notify the other in writing within forty-eight (48) hours of commencement of any action, suit or proceedings or the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, involving the subject matter of this Agreement.

18.10 All notices, requests, demands and other communications hereunder shall be in writing and the same shall be deemed to be served, if given personally delivered or sent by Registered A.D. Post at the address mentioned in Annexure-1.