

# KEVA KAIPO INDUSTRIES PVT. LTD.

Day Month	Year		ID No.	Affix Passport Photo
	DIR	ECT SEL	LER FORM	
1. Sponsor Information:	10 A			
Referral ID *			Introducer ID*	
Upline ID *			(i.e Marketer) Up Line Name *	
	Position *	Group A	Group B	
2. Personal Information:				
Name:				
Date of Birth:			Gender:	M F
Fathers/Spouse Name:				
Address:				
District:			City:	
State:			Pincode:	
Mobile:			Email Id:	
3. Occupation Information:			Email id:	
Occupation:				
Bank Name:			Branch:	
A/C Type:			A/c No.:	
IFSC Code:			GST No.:	
DL No.:			Pan No.:	
Voter ID No.:			Pincode:	
3. Nominee Information:	M			
Nominee Name:				
Nominee Relation:			Date of Bi	irth:
Contact No.:			Email id:	
Check boxes (for the applicant	t to tick on the online form	m) the below men	tioned documents which the	applicant may look at before ticking
Policies and Procedure	: 🗀	Sales and Marke	ting Plan 🦳	New Direct Seller Orientation

Name Verification:	Document No.:
Photo Verification:	Document No.:
Address Verification:	Document No.:
Signature Verification:	Document No.:
Signature of the Applicant	Date of the Application
Place of the Application	

Documents submitted for KYDS

#### **DIRECT SELLER E- CONTRACT AGREEMENT**

This agreement is agreed to and accepted electronically & digitally by and between the executing parties (Hereinafter mentioned and referred to as Direct Seller and the Direct Selling Entity, named herein below, which expressions and words shall mean and include their respective legal heirs, assigns, successors, administrators and undertakers).

Be known that this Contract agreement is executed and accepted electronically and digitally in accordance with the provisions of the Indian Contract Act, 1986, Consumer Protection (Direct selling) Rules, 2021 (Rules) and the Consumer Protection Act, 2019 (Act)

WHEREAS the Direct Seller has voluntarily out of his / her own accord, sweet will and without any coercion whatsoever, mental or physical, offered to join the Direct Selling Network business of the Direct selling entity named Keva Kaipo Industries Private Limited (herein referred as "Keva"), (registered under the Companies Act, 2013 having Registration No. U24230PB2020PTC050997 and Registered Office at Plot No. 18-19, Sahnewal Dehlon Road, Village Tibba, Ludhiana, Punjab, India.)

AND WHEREAS the Direct selling entity is engaged in "Direct selling business" which means marketing, distribution, and sale of goods or providing of services through a network of Direct Sellers at Multi-levels as per its prescribed Sales & Marketing Plan (Which may be read as part and parcel of this agreement as the same is not being reproduced here for the sake of brevity) not falling under the Pyramid or Money circulation scheme.

AND WHEREAS the Direct Seller, after being explained all the provisions of the said Sales & Marketing Plan, product details and the present E-contract Agreement in the vernacular language\_\_\_\_\_ known to him by his/her Introducer duly ascertained and satisfied by visiting the Direct Selling entity's website: www.kevaind.org, has voluntarily offered to join the business of the Direct Selling entity and resolved to enter into this E-contract agreement.

#### 1. Definitions:

- (a.) Direct Seller: shall mean a person authorized by Keva on a principal-to-principal basis through this legally enforceable online Direct Seller E-Contract to undertake direct selling business, sale, distribution and marketing of Keva products and services and to register Prospect/Customers within the Territory. A Keva Direct Seller may introduce further levels of Direct Sellers and support them to build their direct selling business of Keva goods & and services.
- (b.) Introducer: The introducer (also referred as marketer) is a direct seller who has marketed the products and business opportunity and introduced any prospective direct seller in a downline team, who will further support new prospects in terms of business knowledge, education, sale of products and business growth. The person whom the introducer has introduced will be allotted an Introducer ID; this ID is issued only to make the prospective direct seller recognised separately
- (c.) Direct Seller E-Contract :in accordance with Keva Policy and procedures shall mean and include the following:
  - i. The Direct Seller Application Form;
  - ii. The Product Order form and its Terms and Conditions.
  - iii. The Keva Sales and Marketing Plan;
  - iv. The Keva Marketing & Business Policy and Procedure (Policy); as amended from time to time.

Keva shall notify any such amendments on its website: www.kevaind.org

- (d.) Saleable: in relation to goods or services, means unsealed and marketable goods or services which have not expired, and which are not seasonal, discontinued or used for special promotion;
- (e.) Territory: shall mean the Republic of India.
- (f.) Effective Date: shall mean the date of submission of the duly filled Direct Seller E-Contract with Direct Seller Application, subject to approval by Keva Kaipo Industries Pvt. Ltd.
- (g.) "Act"means" the Consumer Protection Act, 2019 and rules thereunder and/ or the Consumer Protection (Direct Selling) Rules, 2021 and E-commerce Rules, 2020}"
- (h.) "Prospect" means a person to whom an offer or a proposal is made by the direct seller to join the business opportunity or purchase the products of Keva.
- (i) "Consumer" shall have same meaning as enshrined in the Act.

- (j.) "Direct Selling Entity" means an entity namely Keva Kaipo Industries Private Limited and running its main business in the name and style of KEVA KAIPO which sells or offers to sell goods or services through direct sellers, and is not engaged in a Pyramid Scheme or money circulation scheme
- (k.) "Sales & Marketing Plan" means the plan followed by KEVA to pay commissions to its direct seller which illustrates the mode of incentives, profits, and commission, including financial and non financial benefit, paid by the direct selling entity to the direct sellers, on a monthly or periodic or yearly basis as the case may be. Tariff revisions, Government directives, market exigencies etc. may lead to a change in the KEVA Sales & Marketing Plan and KEVA's decision in this regard will be final and binding.
- (l.) "Pyramid Scheme "means" a multi-layered network of subscribers to a scheme formed by subscribers enrolling one or more subscribers in order to receive any benefit, directly or indirectly, as a result of enrolment or action or performance of additional subscribers to the scheme, in which the subscribers enrolling further subscribers occupy a higher position and the enrolled subscribers a lower position, resulting in a multi-layered network of subscribers with successive enrolments:

Provided that the above definition of a "Pyramid Scheme" shall not apply to a multi-layered network of subscribers to a scheme by a direct selling entity which consists of subscribers enrolling one or more subscribers in order to receive any benefit, directly or indirectly, where the benefit is as a result of the sale of goods or services by subscribers. KEVA has no provision that Direct sellers will receive commission or incentives for the recruitment/enrollment of new subscribers. KEVA does not require a participant to pay any entry/registration fee, cost of sales demonstration equipment and materials or other fee relating to participation. There is no deposit or any charges /enrollment fees /joining fees /renewal charges for becoming a Direct Seller of KEVA. Direct sellers shall receive commission /incentives derived from the sale of goods and services. KEVA does not guarantee/assure any facilitation fees or income to the Direct Seller on account of becoming just a mere Direct Seller of KEVA.

- (m) Money Circulation Scheme means the schemes defined in clause (c) of section 2 of the Prize Chits and Money Circulation Schemes (Banning) Act, 1978
- (n) Mis-selling means selling a product or service by misrepresenting in order to successfully complete a sale and includes providing consumers with misleading information about a product or service or omitting key information about a product or providing information that makes the product appear to be something it is not
- (o) "Direct Seller ID" means Identification number issued by KEVA along with password to the Direct Seller as token of acceptance of his /her application for Direct Selling of the goods /products of KEVA. Direct seller must keep his ID & Password confidential to avoid any misuse.
- (p) "Sensitive personal and Digital data" means the sensitive data or information as specified from time to time under section 43A of the Information Technology Act, 2000 (21 of 2000);
- Cooling Off Period: shall mean the duration of the time counted from the date when the Direct Seller and the direct selling entity (Keva Kaipo Industries Pvt Ltd.) enter into the E-contract and subject to Keva Policy mean a period of 30 days from the date of acceptance of this Direct Seller E-contract application by Keva within which period any new Direct Seller shall be entitled to rescind this Contract without any recourse by KEVA and be entitled to a full refund of the price of products or materials purchased from Keva upon return of such products or materials in saleable condition subject to deduction of any incentives paid to the Direct Seller and his upline Direct sellers by KEVA during this cooling-off period.
- 3 **Buyback Policy:** KEVA observes an irreversible 100% satisfaction and guarantee on its products. If a customer/Direct Seller is not completely satisfied, he/she may return such products to KEVA within 30 days from the date of invoice or delivery of goods whichever is later. The condition of goods must be saleable. Please refer to the Buyback/exchange/refund policy.
- 4 **Direct Selling business opportunities:** Any Individual /Firm /Company etc. who is able to enter into a contract as per the provisions of The Indian Contract Act, 1872, and wishes to become a direct seller of the KEVA, can apply to be appointed as a Direct Seller to do the marketing and sales of the product in India. As of the Effective Date and upon receipt of ordering information and completion of any required formalities including KYC, the Direct Seller may on an on non-exclusive basis, within the Territory, as

may be communicated by Keva, and otherwise in accordance with the Direct Seller Contract Terms and Conditions, purchase Keva Products from Keva in order to sell, distribute and market the same, and also register Prospect/ Customers. Direct Sellers can purchase products on MRP (Buy one Get one free offer) for a lifetime (\*subject to product availability). The offer is available on products that are available now or on the products to be introduced in the future. Direct sellers shall receive commission /incentives derived from the sale of goods and /or services. Direct sellers cannot sell any of the KEVA products on any E-commerce websites /applications or any platforms.

- **Duration:** This Direct Seller Contract, shall remain valid and continue to remain in full force for a period of TWO (2) YEARS unless terminated earlier by either Party with the prior notice of 30 days in such instance or on such terms where, a Direct Seller is found to have made no sale of goods or services for a period of up to 2 years since the Executions /Entering in to the Contract.
- No Employment Relationship: The Direct Seller hereby confirms that he /she /they has or have entered into this Direct Seller Contract as a Direct Seller (in the capacity of an Independent Re-seller). 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 Direct Seller to act as a procurer, broker, commercial agent, contracting representative or other representative of Keva. When purchasing and selling /Keva Products, the Direct Seller shall operate as an independent representative, acting in his /her /their own name, at his/ her/ their own responsibility and for his /her /their own account. Direct seller would not be allowed to use the trademark, logo or the name of KEVA in his personal capacity or for personal use. KEVA will not provide any establishment/ office expenses, business running expenses etc. In relation to maintenance and owned office for the DirectSeller.
  - 7 **No Assignment:** This Direct Seller Contract is intuitu personae as entered in to on a personal basis, and neither this Direct Seller Contract nor any of the rights or obligations of the Direct Seller/ arising here under may be assigned or transferred, without the prior written authorization of Keva Kaipo Industries Pvt. Ltd.
  - 8. **Payments and Bank Accounts:** Keva will make all payments on account of commissions, discounts, returns or refunds etc. through online bank transfer in favor of the Direct Seller Applicant/ Entity only as per the details provided in the Direct Seller Form or as may be updated by the Direct Seller in writing from time to time as the Keva Kaipo Industries Pvt Ltd believes in and promotes digital transaction. The bank account must be opened and operated in full compliance with Indian law, including with respect to applicable foreign exchange laws.
  - 9 **No Cosmetics or Health care Advice provided:** The products, information, services and other content provided on and through Keva's official website, including without imitating any products, information, services, and other content provided on any Linked Site, are provided for informational purposes only to facilitate discussions with your beauticians or other healthcare professional (collectively, "Cosmetics Professionals") regarding usage options. Theinformation provided on this website and Linked Sites, including without limitation information relating to products and its consumption, intake or usage is often provided insummary or aggregate form. It is not intended as a substitute for advice from your Cosmetic Professional, or any information contained on or in any product label or packaging. No health care advice, recommendation, or opinion is offered on the website of the KEVA.

#### 10 **Obligations of Direct Sellers:**

- The Direct Seller shall not sell any Keva Product or service for a price exceeding the MaximumRetail Price mentioned on the labels of the Keva products.
- The Direct Seller shall, throughout the validity of this Direct Seller Contract, strictly adhere to all applicable laws, regulations and other legal obligations that affect the operation of his /her /their business. The Direct Seller shall be responsible for obtaining any applicable registration, license, franchise, approval, permission or authorization, a copy of which shall be provided to Keva from time to time. Direct seller should report all the income earned from Keva Kaipo Industries Pvt Ltd in their yearly income tax and Goods & service tax returns as per the applicable law.
- Direct Sellers for Keva shall:
  - > Always carry their identity card provided by Keva when meeting customers /prospects /other direct

- sellers and do not visit the customer's /Prospect's premises without prior appointment /approval;
- > Truthfully and clearly identify themselves and state the purpose of solicitation to the prospective customer /Prospect and state the identity of Keva,
- 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, Sales and Marketing plan, etc.;
- > Provide the following information to the prospect /customer at the time of sale /demonstration, namely:
- a) Name, address, registration number or enrollment number, identity proof and telephone number of the direct seller and details of direct selling entity;
- b) A description of the goods or services to be supplied;
- c) Explain to the consumer about the Return policy/ Buy back policy/Exchange policy of the KEVA before the transaction;
- d) The Order date, the total amount to be paid by the consumer along with the bill and receipt;
- e) Time and place for inspection of the sample and delivery of good;
- f) Information of his /her rights to cancel the order and /or to return the product in saleable condition and avail full refund on sums
- > Subject to applicable legal requirements, maintain proper books of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him /her, in such form as per applicable law.
- > Direct Seller shall comply with all State and Central government and local governing body laws, regulations and codes that apply to the operation of KEVA Business.

#### · Direct Sellers for Keva shall not:

- > Use misleading, deceptive or unfair trade practices for sale or recruitment of prospective Direct Sellers which shall lead to violations of consumer rights protected under Consumer Protection Act, 2019;
- > Make any factual representation to a Prospect that cannot be verified or make any promise that cannot be fulfilled;
- > Present any advantages of Direct Selling to any Prospect in a false and / or a deceptive manner;
- Knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the Direct Selling operation, including Sales and Marketing Plan and Contract between Keva and the Direct Seller, or the goods and /or services being sold by such Direct Seller which is false and /or misleading;
- > Require or encourage other Keva Direct Sellers to purchase Keva products or services in unreasonably large quantities;
- Provide any literature and /or training material, not restricted to collateral issued by Keva, to a Prospect and /or existing Direct Seller which has not been approved by Keva;
- > Require Prospect or existing Direct Seller /s to purchase any literature or training material or sales demonstration equipment /business kit.
- > Use KEVA Trademark, Logo type or design anywhere without written permission of KEVA.
- > A Direct Seller must strictly adhere to, interalia, the Keva Policy and Procedures for Keva Direct Sellers.
- > Indulge in any kind of depository or money laundering activities.

## 11 Obligation of KEVA towards Direct Sellers:

- That the KEVA Shall provide a mandatory orientation session to all prospective direct sellers providing fair and accurate information on all aspects of the direct selling operation including but not limited to the Sales and Marketing Plan.
- That the KEVA shall maintain a proper and updated website with all relevant details of the KEVA Contact information, its management, product, product information, price, complete sales & marketing plan, terms of contract with Direct seller and grievance redressal mechanism for Direct sellers.
- That the KEVA shall provide to Direct Seller their Periodic account information such as Sale, Purchase, Commission and other relevant data in accordance with the contract with Direct Seller.
- That KEVA shall not make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled.

#### 12 Suspension, Revocation or Termination of this E-contract agreement:

a. That the Direct selling entity reserves the right to suspend the operation of this E-contract agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, Direct Selling entity shall not be responsible for any damage or loss caused or arisen out of aforesaid action.

- b. That in case of violation of any of the provisions of this agreement stated here-in-before and agreed upon by the Direct seller, the Directselling entity may, without prejudice to any other remedy available, issue a Fifteen days' written notice and call upon the Direct seller to explain his/her conduct in writing failing which or if the explanation is found unsatisfactory and unacceptable in the ordinary course of business, suspend / block / terminate the Direct seller from further conducting the business of the Direct selling entity. The violations of this agreement and grounds of termination of the services of of a Direct seller, not limited to, shall be as under
- ➤ If the Direct Seller is found to be spreading derogatory remarks, unfounded allegations, (orally or electronically or online) against the entity or its Directors or the Business Plan prescribed by the entity or its products.
- ➤ If the Direct seller is found to be mis-selling
- ➤ If the Direct seller is found to be indulging in Unfair Trade practices as provided under the Consumer Protection Act, 2019
- ➤ If the Direct seller is indulging in any action whatsoever which may harm the business of his/her fellow Direct sellers or the entity, as the case may be
- ➤ If the Direct seller is found to be non-complying with the provisions of E-commerce Rules, 2020
- ➤ If the Direct seller is found to be violating the taxation laws or any other law, in force.
- > Detrimental to the business interests of the Direct Selling entity.
- c. That the Direct seller may terminate this agreement at any time by giving a written notice of Fifteen days' to the Direct selling entity at the Registered Office/Head Office address of the Direct selling entity.
- ➤ If the Direct selling entity is found to be violating any clause of this contract agreement
- ➤ If the Direct selling entity fails to pay the commission entitlements of a Direct seller Within prescribed time
- ➤ If the Direct selling entity is found to be violating the taxation laws or any other law, in force detrimental to the business of the Direct seller.

Actions pursuant to Suspension / Blocking / Termination of this E-contract agreement:

That notwithstanding any other rights and remedies provided else wherein the agreement, upon termination of this agreement:

- > The Direct seller shall not represent the Direct Selling entity in any of its dealings.
- > The Direct seller shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the Direct selling entity is still having Direct selling agreement with the Direct seller.
- > The Direct seller shall stop using the Direct Selling entity's name, trademark, logo, etc., in any audio or visual form.
- > All obligations and liabilities of such Direct Seller to the Direct selling entity existing on the date having accrued during the validity of this Agreement will have to be fulfilled, met and satisfied by the Direct seller in every manner whatsoever.
- > A Direct Seller shall not be entitled to purchase Keva products or services upon serving the notice.

Keva may, from time to time, amend any of the documents comprising the Direct Seller Contract in order to comply with the changing laws that apply to Keva through notice on its website, <a href="https://www.kevaind.org">www.kevaind.org</a> If the Direct Seller does not agree to be bound by such amendment(s), he/she/they may terminate the Direct Seller Contract by giving a one month prior written notice to Keva. Otherwise, the Direct Seller's continued relationship with Keva constitutes an affirmative acknowledgment by the Direct Seller of the amendment(s), and his/her/their Contract to be bound by the same

- 13. **Linked Site/s**: Linked sites are sites to which direct sellers maybe redirected from anylink given on our website i.e. www.kevaind.org. Linked Sites are sites which are not operated by Keva and it has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.
- 14. **Network of Direct Seller**: Network of Direct Seller means any system of distribution or marketing adopted by Keva to undertake direct selling business and includes a network of Direct Sellers at different

levels of distribution, who may introduce further levels of Direct Sellers, who they then support.

- 15. **Indemnification**:- Direct Seller agrees to protect, defend, indemnify and hold harmless KEVA and its employees, officers, directors, agents or representatives from and against any and al lliabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
  - > Any breach of any statute, regulation, direction, orders and standards from any Government Body, agency or regulator.
  - > Any breach of the terms and conditions in this contract by the Direct Seller
  - > Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the Direct Seller
  - > Against all matters of embezzlement, misappropriation or misapplications of collection/ moneys which may from time to time during the continuance of the contract come into his /her possession /control..

# 16. Force- Majeure:

That if at any time, during the continuance of this agreement, the performance in whole or in part, by the Direct selling entity, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities / Disaster or any act of God (hereinafter referred to as event), neither party shall, by reason of such event, be entitled to terminate this agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided that the Services under this agreement shall be resumed as soon as practicable, after such event comes to a end or ceases to exist.

# 17. Dispute Settlement:

This Contract shall be governed by and must be construed in accordance with the laws of the land and in the judicial jurisdiction of courts and legal forums of Ludhiana, Punjab, India, and the parties to this contract agree to submit themselves to the exclusive jurisdiction of the Court of Ludhiana in the matter of any dispute arises between them. The parties shall endeavor to settle any dispute or difference arising out of or in connection with this Contract amicably as per the Grievance Redressal Policy. Where the grievance can't be resolved as per the policy, the parties agree to submit the matter for arbitration where the matter shall be resolved in accordance with the provisions of the Arbitration and Reconciliation Act, 1996, as amended up to date in the judicial jurisdiction of Ludhiana and the award of the single Arbitrator accepted by the parties shall be final and binding.

This contract and the terms and conditions contained in this contract apply to both the parties to this contract. It is hereby verified by both parties that the contents stated herein above are true to the best of their knowledge and nothing has been concealed therefrom.

Contents of the present instrument have been read over and understood by both the parties to this contract, and acknowledges the contents thereof to be true and correct.

#### **ACKNOWLEDGEMENT**

The Direct Seller herein, hereby affirms that he is 18 years of age or older and he fully competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this E- contract, and to abide by and comply with the same.

The Direct Seller herein acknowledges that he has thoroughly read this E-contract before submitting this Application form and agrees to abide by all of its provisions.

KEVA may at any time revise its business and marketing, sale, business &marketing plan, etc by updating the same on this website. All Keva Direct Sellers are bound by any such revisions and should therefore periodically visit the Keva webpage to review the current business & marketing Policy, marketing plan, etc to which I will be bound.

The Direct Seller here in hereby states that the documents uploaded along with the form are not defamatory, threatening, obscene, harassing, forged or otherwise unlawful or illegal information or materiall of any nature, including text, graphics, video, programs or audio. Submitting material with the intention of committing or promoting an illegal act will attract legal action from Keva.

## **Undertaking**

- The Direct Seller herein accept that The Direct Seller herein have understood the use of the products and the Sales & Marketing plan with a clear state of mind.
- The Direct Seller herein hereby apply for registration as a Direct Seller of Keva Kaipo Industries Pvt. Ltd and affirm that The Direct Seller herein have read and accepted the Policy & Procedures and Direct Seller E Contract and will not share any confidential data / login credentials (in my/our possession) of any other individuals with anyone under any circumstances.
- The Direct Seller herein understand that on acceptance of this form including the verification of the documents uploaded/submitted for KYDS, The Direct Seller herein will have a status of a Direct Seller (In the capacity of Independent re-seller) of the KEVA.
- The Direct Seller herein further confirm that all the information given and uploaded/submitted with the application are valid.
- The Direct Seller herein know that Keva can take legal recourse against me if any information provided herein is untrue or false.
- The Direct Seller here in will operate my/our business by selling/ buying products on my/our expenses.
- The Direct Seller herein will not make any claims, representations or statements about the products other than those stated in the literature published by the KEVA.
- The Direct Seller herein indemnify Keva Kaipo Industries Pvt. Ltd. against any liability arising from any false claims/commitments and representations or any unethical statement made by me/us.
- The Direct Seller herein agree to abide by the Sales & Marketing Plan, Direct Seller Contract, Terms & Conditions, Policy and Procedures as set for in the Literature and Manual of Keva Kaipo Industries Pvt. Ltd. or any circular that may be printed and circulated periodically by the KEVA on the official website: <a href="https://www.kevaind.org">www.kevaind.org</a>.
- The Direct Seller herein confirm that The Direct Seller herein was/were not convicted and no criminal proceeding is pending in the last five years.
- The Direct Seller herein understand that the contract with the KEVA may be revoked should The Direct Seller herein fail to comply with the above-stated conditions.
- All the disputes are subject to Ludhiana Jurisdiction only.
- > This Direct Seller Application Form along with its E-contract constitute an electronic record with in the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures and is binding on the parties named here in above and Keva Kaipo Industries Pvt. Ltd.

#### NOTES:

- 1) All notifications, instructions, notes depicted and displayed shall be final and binding on a Direct seller even if the same is not conveyed to a Direct seller personally. It is therefore imperative for a direct seller to visit KEVA website quite often.
- 2. The word "He" mentioned hereinabove also includes she or they and similarly his includes her/their.
- 3, The Direct seller herein states that he has been explained each and every clause of this E-contract in the Vernacular language \_\_\_\_\_known by him and he is fully satisfied and agreeable to the same.