

Terms & Conditions / Code of Conduct / Agreement

TERMS AND CONDITIONS

The Agreement consistent with Section 10 of the Indian Contract Act, 1872;

Direct Seller/ member engaged in direct selling should carry their identity card and not visit the customer's premises without prior appointment/approval;

2. At the initiation of a sales representation, without request, truthfully and clearly identify themselves, the identity of the direct selling entity/company, the nature of the goods or services sold and the purpose of the solicitation to the prospective consumer;

3. Offer a prospective consumer accurate and complete explanations and demonstrations of goods and services, prices, terms of payment, return policies, terms of guarantee, after-sales service;

4. Provide the following information to the prospect / consumers at the time of sale, namely:

a) Name, address, registration number or enrollment number, identity proof and telephone number of the direct seller/member and details of direct selling entity/company;

b) A description of the goods or services to be supplied;

c) Explain to the consumer about the goods returns policy of the company in the details 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 paid;

g) Details regarding the complaint redressal mechanism;

5. A direct seller shall keep proper book 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.

6. A direct seller/member shall not:

a) Use misleading, deceptive and / or unfair trade practices;

b) Use misleading, false, deceptive, and / or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of Direct Selling to any prospective direct seller, in their interaction with prospective direct sellers;

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- c) Make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled;
- d) Present any advantages of Direct Selling to any prospective direct seller in a false and / or a deceptive manner;
- e) Knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the Direct Selling operation, including remuneration system and agreement between the Direct Selling entity/company and the direct seller/member, or the goods and / or services being sold by such direct seller which is false and / or misleading;
- f) Require or encourage direct sellers recruited by the first mentioned direct seller to purchase goods and / or services in unreasonably large amounts;
- g) Provide any literature and / or training material not restricted to collateral issued by the Direct Selling entity/company, to a prospective and / or existing direct sellers both within and outside the parent Direct Selling entity, which has not been approved by the parent Direct Selling entity/company;
- h) Require prospective or existing direct sellers to purchase any literature or training materials or sales demonstration equipment.

All legal affairs are subject to Gulbarga jurisdiction. As a direct seller or a member I agree the terms and conditions of the company and guidelines provided by the ministry of corporate affairs, food and public distribution and department of consumer affairs. The details of me are true: proof of address, proof of identity and PAN. I agree for the termination of contract, with reasonable notice, in instances and on terms provided by govt. and the company.

DIRECT SELLER CODE OF CONDUCT

We request you to read this document carefully before entering / venturing / accessing the LeaderBizz Marketing Pvt. Ltd. website at www.LeaderBizz.com or LMPL, you are hereby agree to these terms and conditions which are appearing herein below or as may be modified/amended from time to time in future, the same shall be binding upon you including all its modifications which LeaderBizz Marketing Pvt. Ltd. is having its sole discretion choose to carry out any modification / amendment in these terms and conditions. If you have any questions or any query, please contact us **Info@LeaderBizz.com**

The company (LeaderBizz Marketing Pvt. Ltd.) and the Direct seller undertakes to comply the guidelines issued by Department of Consumer Affairs (Ministry of Consumer Affairs, Food and Public Distribution, GOI) as DIRECT SELLING GUIDELINES, 2016.

1. Introduction

www.LeaderBizz.com site is owned by LeaderBizz Marketing Private Limited (“the company”), a company incorporated under the laws of India. This document is between “you”, the direct seller, and the company. This document contains the legal information about the company and its policies etc. and will apply to you whether you are merely accessing the site or are registering yourself as a direct seller and purchasing the products either by direct seller themselves or through him or her by the customer. The company reserves its right to suspend or terminate your access or use of this site at any time, without notice in case of violation of any of the guidelines issued by the govt. of India stated here in above or any act done by you by way of contravention of any law of the land or the policies of the company. The products of the company which are available for the customers or the direct sellers are displayed on the website and more products can be added in future after displaying the same on the website or can be removed after giving appropriate notice to its customer or direct seller to be purchased by the customer / direct seller.

2. Content on the site and business material.

All material (including information relating to products) on the site and the material published by the Company or authorized by the Company for use as part of the business (“business support material”) belongs to the company, logo etc. and company owns all intellectual property rights in the same. All other trademarks / logo appearing on the various goods / products exclusively belong to the company. You, prospective customer / customer / direct seller undertake not to violate any intellectual property or any other statutory or common law right relating to the content displayed on this site and the business support material and if so, will indemnify the company for the same. You also undertake that you will not reproduce, modify, replace, publish, license, create derivative works, sell any or all of the content on the site or the business support material or create any database in any form by downloading and storage. The information contained on the site and the business support material is for your personal use only and for the purposes of the business marketing plan of the company and is confidential / proprietary in nature. You undertake not to use this information for all times even after termination of direct seller agreement for any purposes antithetical to the business of the company. You shall not use any content, including products offered on this site and/or the business support material for any illegal purpose or against the purposes or interest of the company. It is the obligation and the responsibility of the advertiser or sponsor, if their services are required in future by the company to comply with relevant codes, laws, guidelines issued by govt. of India.

3. Termination

The company reserves the right to terminate the direct seller agreement in the event of any breach by you of any of the terms of the same or any act or omission on your part which is violate of any

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applicable law or policy, guidelines issued by govt. of India in respect of direct selling or any other law to be enacted in future by the govt. of India or any other state govt. or if you commit any act of default. The company also reserves its right to initiate appropriate legal proceedings against you, civil or criminal in nature, at your sole risk, cost and expense and claim including without limitation damages and compensation for the breach. You also undertake to indemnify the company on account of any and all costs or damages that may arise due to any such breach.

4. Consideration/Refund/Buy-back Policy/Cooling-off Period

We have a clear policy of our company with regard to the buy-back for the goods / products which are of currently marketable being sold to the intending customer / customer / direct seller at their request at reasonable terms. It is specifically stipulated and notified hereby, on behalf our company that every customer / direct seller shall be entitled to have a reasonable buy-back policy which has been evoked by our company, where a customer / direct seller within period of 30 days from the date of delivery of the products / goods by our company is entitled for a full refund or buy-back guarantee on reasonable commercial terms as mutually agreed between the customer / direct seller and our company subject to without any damage / alteration / physical loss being caused to the product and same would be of marketable value. Further every customer / direct seller shall be entitled to have a reasonable cooling off period of 30 days to participate or cancel participation in the business opportunity of our company and receive a refund of any consideration given to participate in the operations. It is further notified that every customer / direct seller during this cooling-off period shall be entitled to return the goods / products purchased by the direct seller during this cooling-off period subject to without any damage / alteration / physical loss to the product as of marketable value.

However, the products offered to you by the company and as advertised on the website are for the prices as mentioned therein. The company reserves its right to modify the pricing structure at its own discretion including offering the same products at discounts, as part of packages and even as free add-ons.

4. (A). SHIP and DELIVERY POLICY

All the payment details checked thoroughly then the shipping of the product takes place. All the products are shipped from company's address i.e. from Gulbarga / Kalaburagi / other delivery centres to all over India through renowned courier companies or India post. This delivery of the products will take a minimum of 2 working days to 7 working days subject to various atmospheric conditions and the availability of the customer at his given address, etc.

4.(B). ECOMMERCE FLOW and INCORP.

We are Direct Marketing company which sells our products through Direct seller who are independent distributors working on remuneration/commission made by them. Once a Customer buys a desired product through direct seller, he/she can start marketing our products and thus start

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earning commission/remuneration on their efforts. They are given a unique business centre online where they can manage their sales and earn commissions/remuneration. Thus they start marketing company's products and put customer details in website. Once all criteria are completed then the individual can request for desired pins as the product purchase to admin along with payment details or just free joining and new members can be logged in. Product dispatches as mentioned in "Section 4(A) SHIP and DELIVERY POLICY".

5. Linking and Framing

The company is neither responsible nor liable for any content on any site of which links are found on this website or which might be framed by this website. All intellectual property rights in the linked/framed sites belong to that site and the company does not purport to have any right or obligation in that respect by linking/framing. Links to other sites do not constitute or imply an endorsement or recommendation by the company of their products or the content on their site.

6. Misuse of the site and Spam

You are put to notice that you will be liable under civil and criminal law (including without limitation the Indian Information Technology Act, 2000) for any attempt to disrupt, tamper, hack, destroy, alter or intentionally or knowingly misuse the site and/or its contents or use the site for any such purposes. You may not post, transmit or market any objectionable, threatening, defamatory, illegal, pornographic, disparaging content through the site or the web space allotted to you for which you will be liable with all attendant legal consequences. The company disclaims all liability or responsibility for the content posted or transmitted through your web space and you will be held solely responsible and liable for the same. Spamming is not a business practice of the company and you undertake not to utilize the information on the site or the services on the site, including details of persons, to indulge in spamming or similar activities. In the event that your involvement, direct or indirect, is suspected in this respect, you will be proceeded against under applicable laws and be liable to the company for all damages, including without limitation, aggravated and exemplary damages.

7. Limitation of Liability

The Company does not give any warranties in respect of the site, the content, and products available through the site, unless specified otherwise. The site and the products are on an "as is" and "as available" basis. To the extent allowed by applicable law the company disclaims all warranties, conditions or duties of whatsoever nature including without limitation, any implied warranties of merchantability or of fitness for a particular purpose, any express or statutory warranties, and any warranties and duties regarding accuracy, timeliness, completeness, performance, lack of negligence. The company makes no warranty that the site is or will be free from infection by virus or anything else with destructive or contaminating properties. You agree that the only recovery of damages that you

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may get shall be limited to the direct damages/losses you actually incur, upto the limit of a refund of the amount you paid for the product/service or will alternatively be entitled to correction or replacement of the product/service.

8. Jurisdiction and dispute resolution

All the terms shall be governed by and construed in accordance with Indian law. All disputes and differences arising out of this Agreement including the interpretation of this Agreement will be first resolved by the parties amicably, failing which the matter shall be referred to the sole arbitrator to be conducted in English/Kannada/Hindi in Gulbarga, under the provisions of the Indian Arbitration and Conciliation Act 1996, who will be appointed by the company only. The parties irrevocably agree that subject to the above, the courts at Gulbarga would have exclusive jurisdiction.

9. Direct Seller Agreement

In the event, you purchase the products of the company, apart from the instant legal document, you all shall be subjected to comply by the terms and conditions contained in the attached Direct Seller Agreement.

10. General

- a)** You cannot assign, sub-license or otherwise transfer any of your rights under these terms.
- b)** If any provision of these terms found to be invalid by any court/tribunal having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these terms, which shall remain in full force and effect.
- c)** Failure by any party to exercise their rights or remedies under this Agreement does not constitute a waiver of that right or remedy.
- d)** All data and personal details provided by you to the company must be accurate. The company reserves the right to terminate the agreement in the event any information given to the company is found to be misleading, false or inaccurate. You understand that all such data may be disclosed by the company for purposes of business, compliance with law/regulation or in order to prevent any illegal activity.
- e)** It is expressly understood by the parties that performance under this agreement may be prevented by any act of God or force majeure, including without limitation natural disasters, war, severe technical failures, government law or policy, which will not be construed by parties to mean failure to perform contractually. In such an event, all parties will take all possible steps to resume normal performance of obligations under this agreement.

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- f)** The company will take all possible steps to ensure security of personal information and passwords and Ids of the user, but cannot and does not warrant such security and disclaims all liability for any losses or damage resulting from such security breaches.
 - g)** You warrant that you have the legal capacity to enter into this contract and attained the age of maturity, not incapacitated to manage business due to mental or legal reasons, not been suspended from current profession or business by any professional association, society, or institution, or not been committed to imprisonment by any judicial authority or confined to any correctional institution of any kind.
 - h)** Please note that in case you are employed by any central government/state government agency, Indian armed forces or any such establishment that disallows you to work part time/full time/earn commissions/remuneration, you will not be able to enter into this agreement/document.
11. You accept that it is the prerogative of the management of the company to alter, amend or reduce the amount of compensation/remuneration to be given to the direct seller without prior notice.

Contact Us

The company can be contacted at the following addresses/numbers:

UG – 29, Asian Business Centre, Gulbarga Kalaburagi, Karnataka - 585102

Tel: 9742 847412

E mail: Info@LeaderBizz.com

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AGREEMENT OF DIRECT SELLER / MEMBER.

LeaderBizz Marketing Pvt. Ltd. having its registered office at Gulbarga/Kalaburagi, a company duly incorporated and registered under the Indian Companies Act, 1956, DIRECT SELLING ENTITY, (hereinafter referred to as the company) is engaged in the business of selling/marketing the products either manufactured by itself and also of the renowned and branded companies under the agreement as a Licensee of their respective trademark which are displayed on its website www.LeaderBizz.com through online and offline on or below the MRP as mentioned therein.

WHEREAS the **DIRECT SELLER** who is already participating or intend to participate in a future in the direct selling network of the company for purchase/recommendation of the products mentioned thereof or the prospective buyer / direct seller / customer further intends to do the business activities of selling the products of the company, hereby agreed to do the same on the following terms and conditions which are to be complied by the existing as well as proposed Direct Seller:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The Direct seller and the company shall undertake to comply the guidelines issued vide F. No. 21/18/2014-IT (Vol-II) dated 9th September, 2016 by Department of Consumer Affairs (Ministry of Consumer Affairs, Food and Public Distribution, GOI) as DIRECT SELLING GUIDELINES, 2016 and notified as G.S.R. 1013(E) dated 26th October 2016 with its true spirit and object.
2. The Direct Seller hereby confirms that he / she has entered into this agreement as an Direct seller and nothing in this agreement shall establish an employment relationship, or any other labor relationship or agent etc. between the Direct Seller and the company and nothing shall establish the Direct Seller position as Procurer, broker, commercial agent or other representative of the company.
3. The direct seller understands that he/she is working as an direct seller only operating the company business and shall neither convey the impression or refer himself/herself as employee, agent, manager, or representative of company nor use such terminology and shall hereby undertake to indemnify the company in respect of any costs or damages arising as a result of any such misrepresentation of relationship with company.
4. The company shall not impose a condition on a direct seller that they will receive remuneration or incentives ONLY on recruitment / enrolment of new participants/ subscribers; and shall not require a participant/ subscriber to purchase goods or services for an amount or quantity that exceeds expected sale, consumption, resale of goods or sale of services to the consumers within a stipulated time. And further it does not require a participant/ subscriber to pay any entry/registration fee, cost of demonstration equipments and materials or other fees relating to participation;
5. The Direct Seller shall be entitled for only remuneration which is to be paid as per the sale of the goods/products by them and the information about the applicable taxes including VAT/GST or other

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taxes existing under the law have already been apprised to them and the same have been understood and acknowledged by them.

6. The Direct seller shall not indulge in any misleading, deceptive or unfair trade practice or making false, deceptive or unfair means to recruit prospective direct sellers. The company shall be at liberty to terminate the agreement with the direct seller without any notice and the said direct seller shall be personal liable for the consequences thereof in the eyes of law, in case of any false representation, omission or any act committed by them, contrary to the guidelines issued by the Govt. of India as mentioned hereinabove or the Code of Conduct, independent advisor agreement, legal agreement, affidavit and important notice as depicted in the website of the company LeaderBizz. Apart from that the company, further shall be at liberty to terminate the contract in a situation where a direct seller is found to have made no sales of goods for a period of 2 years since the day of inception of contract or since the day of last sale made by him or anything wrongly / falsely made by the direct seller to the prospect / customer to sell the product contrary to the norms of the company.

7. The direct seller undertakes and are becoming the part of the business activities of the company on their own volition without any pressure, duress or undue influence and voluntarily electing to promote and promulgate the sales of the products offered by the company, fully understanding that it is an offered based venture, and only augment of product sells and successful marketing of the products offered by company, would fetch, remunerations and there being no automatic remunerations scheme or investment plan and the company does not indulge in any kind of financial investment or float any investment scheme or entrepreneurship or money circulation scheme.

8. The company shall be responsible for redressal of the grievances of the consumers as may be arising on account of Direct Selling Activities conducted by the Direct Sellers and a grievance redressal committee having four members including chairman with their respective addresses, phone no. etc. has already been constituted, showing the same on the website of the company and whatever complaint which is received either on our landline phone, mobile, email, website, posts or personally visits by the aggrieved person shall be given a complaint No. for tracking the status of the complaints and also to assess the time taken for redressal of the complaint.

9. The present agreement is being executed by the Direct Seller without any compulsion, inducement made by the company and the company has not compelled the Direct Seller to purchases the goods / products in an amount that exceeds an amount that can be expected to be sold to the consumers within reasonable period of time and further allow the direct seller a reasonable cooling off period of 30 days which entitles such direct seller to return the product / goods purchased by him / her during the said cooling off period subject to return of goods / products having without any damage or alteration to the goods / product in a question as marketable value. Besides that the company shall further allows or provides for a participant a buy-back policy for "currently marketable" goods /

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products sold to the participant at the request of the participant within period of 30 days from the date of distribution of goods / products at reasonable terms;

10. It makes clear that neither the direct seller nor the company shall take any entry/registration fee, cost of sales demonstration equipment and materials or other fees relating to participation from the participant and further shall provide a written contract describing the “material terms” of participation to the participant;

11. It is understood and made clear in unequivocal words that the company or the direct seller do not participate in any money circulation scheme or promote / engaged in a pyramid scheme and company / direct seller shall not require from a participant to pay any entry / registration fee, cost of sales, demonstrations equipment’s and material or other fees relating to participation.

12. The Direct seller shall not make any incentives / remuneration to the prospective customer for the recruitment / enrolment, except from the sale of goods / products and the direct seller shall not be entitled to get any money by way of minimum monthly subscription or renewal charges from the prospective customer etc.

13. The Direct seller shall not sell any products for a price exceeding the MRP and this agreement becomes effective from the date of acceptance by the company. The identification card issued to the Direct Seller is and shall remain the property of the company and the Direct Seller shall return the same to the Company without any delay upon terminate or expiration of this agreement.

14. The company may reject the instant agreement for any reason, at its discretion, including if the Direct Seller furnish incomplete, inaccurate, false or misleading information at the time of entering into this agreement.

15. The Direct seller undertakes that they shall not provide any literature or training material not restricted to collateral issues by the direct selling entity to prospective or existing direct seller which has not been approved by direct selling entity or require prospective or existing direct seller to purchase any literature or training material or sales demonstration equipment’s.

16. The direct seller shall Endeavour to always treat others well and has already attained age of maturity at the time of entering into this agreement besides has executed an affidavit in that respect as displayed on the website of the company.

17. The Direct seller shall represent company products/services and its Sales and Marketing Plan to all prospective users/customers in a truthful and honest manner, and he/she will make sure to represent only what is approved in official company publications and on its website. Further the direct seller shall conduct themselves in such a manner as to reflect only the highest standards of honesty, integrity and responsibility because he/she recognizes that his/her conduct as direct seller has far-reaching effects.

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18. The direct seller shall not sell / market the products of other companies except the company mentioned hereinabove and its published material authorized by the company.

19. The direct seller shall not while inviting a prospective customers/users directly or indirectly induce them during their meeting with impression that the invitation extended to them by he/she are for participation in some 'social event' or to disguise the invitation as market survey; or to imply that it is other than a business event; and shall not emphasize more on the potential earning through the Marketing Plan of company than the utility of the products/services of the company; or represent that a person can benefit solely by referring to others or by obtaining products/services for personal use at his own costs; or claim that one may achieve success or benefit with little or no investment by way of effort or time.

20. The direct seller shall emphasize that income by way of commission / remuneration can be achieved only by way of continuous augment of product sells / activities and effort in that direction to the perspective user and shall not exaggerate or overstate the kind of potential earnings that can be generated by the company business and communicate. Only true and actual earnings shall be projected him/her;

21. The direct seller undertakes to observe all laws, policy, rules and/or regulations, central or local as may be applicable from time to time and shall keep the company indemnified against all actions, claims, demands, prosecution, penalties including costs thereof and not excluding company legal costs which might be made or brought against the company in respect of any of or arising out of any breach, infringement or infraction of any laws, regulations and code of practice, by me, arising out of the operation of the company Business.

22. The direct seller shall not engage in any activities, which may bring disrepute to the company or any products/services of the company and undertake to indemnify the company on account of any costs or damages that may arise due to any such activities.

23. The direct seller shall comply with all requirements, guidelines, which are issued from time to time by the company or any competent authorities including the Govt. of India or the State Governments and any disciplinary action performed by me, may result in termination.

24. The direct seller with his / her own volition, without any duress, coercion or undue influence agreed to opt for the marketing plan/work of the company and fully understand that it is an effort based plan where you, the Direct Seller achieve remuneration / commission only by way of continuous augment of product sells / activities and by effort based activity to refer/market/sell the products/services offered by the company, (there being no automatic rewards scheme or investment plan).

25. The direct seller understands that if he/she ceases to be direct seller for any reason, they will automatically lose all/any rights under this Agreement. And understood and are not under any

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illusion/wrong impression as to the kind of potential earnings that can be generated by the company business.

26. The Direct seller shall be responsible for complying with all laws, policies, rules or regulations, taxes, levies, central or local, as may be applicable from time to time and obtaining all licenses and/or registration as may be required from time to time.

27. It is specifically pleased to be noted that in case the direct seller are employed by any central government/state government agency, Indian armed forces or any such establishment that disallows you to work part time/full time/earn remuneration/commissions, in that situation, you will not be able to enter into this agreement.

28. The direct seller accepts that it is the prerogative of the management of the company to alter, amend or reduce the amount of commission/remuneration to the independent advisor without prior notice.

29. That the direct seller also understood and read the contents of document under the heading of LEGAL as available and displayed on the website of the company i.e. LeaderBizz.com and undertake to abide all the stipulations as envisaged in the said Legal Document.

I agree that I am ready for marketing at LeaderBizz Mkt Pvt. Ltd at my will; without any false commitment or force from anyone. I have read and understood all the terms and condition / Code of conduct given by the LeaderBizz Marketing Pvt. Ltd according to guidelines issued by Ministry of consumer affairs.

Member Name: Number ID.....

Leader Name: ID. Signature