



# MySaharogya Marketing Agreement

## for Independent Promoters

Version: January 2021

### Preamble

My Saharogya Marketing Agency with registered office at 3<sup>rd</sup> Floor, 308B, Laxmi Shopping Centre, Hirachand Desai Marg, Ghatkopar West Mumbai 400080 operates worldwide together with its subsidiary companies a Marketing Agency ("**Marketing Agency**").

My Saharogya Marketing Agency is a cooperation partner of Mindsmeet Health Solution Pvt Ltd with registered office at 3<sup>rd</sup> Floor, 308B, Laxmi Shopping Centre, Hirachand Desai Marg, Ghatkopar West, Mumbai 400080. An essential part of this cooperation is the recommendation of new Members and / or New Franchisees as well as the related mediation of sales for the Saharogya Branded Products owned by Mindsmeet Health Solutions Pvt Ltd.

My Saharogya Income Plan is a program operated by Mindsmeet Health Solutions Pvt Ltd with its subsidiary companies and cooperation partners, which enables participating customers ("**Promoters**") to purchase goods, services, etc. from the Mindsmeet Group.

In India, Mindsmeet Health Solutions Pvt Ltd, a company registered under Companies Act 2013, bearing company registration number:

U15549GJ2018PTC104948 and having its registered office at 3<sup>rd</sup> Floor, 308B, Laxmi Shopping Centre, Hirachand Desai Marg, Ghatkopar West, Mumbai 400080, India ("**MySaharogya**") is the contractual partner of Saharogya Dealers ("**Promoters**").

The main contractual basis between My Saharogya and the Promoter is the My Saharogya Marketing Agreement, which enables self-employed, commercially active entrepreneurs to distribute or mediate goods, services, etc. from the Mindsmeet Health Solutions Pvt Ltd. Having entered the My Saharogya Marketing Agreement, one becomes an independent, self-employed, commercially active Promoter.

My Saharogya Marketing Agreement explains the nature and scope of the contractual relationship between My Saharogya and a Promoter. A Promoter must read and accept the My Saharogya Marketing Agreement.

In the My Saharogya Marketing Agreement, any term or condition that appears in italics has the meaning set out in Clause 20, Glossary of defined Terms.

My Saharogya Marketing Agreement forms an electronic record in accordance with the Information Technology Act, 2000 and rules made thereunder, as applicable, and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

### 1. Object of the Agreement

1.1 My Saharogya Marketing Agreement is legally binding and sets out the rights and obligations of a Promoter whilst undertaking the activities of promotion of the My Saharogya Income Plan and/or other products and services as defined by My Saharogya from time to time.

1.2 Upon becoming a Promoter and whilst being a Promoter, a Promoter agrees to be bound by the Terms of this My Saharogya Marketing Agreement (and any amendments made thereto by My Saharogya, from time to time) and in consideration of the foregoing My Saharogya allows a Promoter to promote the My Saharogya Income Plan and/or other products and services as defined by My Saharogya from time to time.

1.3 My Saharogya remunerates a Promoter in accordance with the My Saharogya Income Plan (**Annex 1**) in its respective valid version. (See also clause 9).

1.4 In addition to the rights and obligations of the *Parties* under this My Saharogya Marketing Agreement, *Parties* shall have rights and obligations that are coextensive with the rights and obligations of the *Parties* under the Indian Contracts Act, 1872.

### 2. Contractual basis

2.1 Upon execution of the My Saharogya Marketing Agreement, as provided in Clause 2.2 below, the participant becomes an independent Promoter, free of charge. My Saharogya does not require a Promoter to pay any entry, registration fee or participation fee under the My Saharogya Marketing Agreement.

2.2 The My Saharogya Marketing Agreement will be duly executed, as follows:

(a) Step 1: A participant, desirous of becoming a Promoter, must complete the online registration by filling out and submitting the online registration form.

(b) Step 2: A participant, desirous of becoming a Promoter, must read and accept the Terms of the My Saharogya Marketing Agreement, by clicking on "I have read and accepted the My Saharogya Marketing Agreement and the Code of Ethics" on the *My Saharogya Website*.

2.3 Upon satisfaction of the above-mentioned requirements, a prospect becomes an independent Promoter, free of charge.

2.4 For the avoidance of doubt, My Saharogya reserves the right, at its sole and absolute discretion, to reject any application for registration as a Promoter.

2.5 My Saharogya grants a cooling-off period to a *Promoter*, within which he can terminate the My Saharogya Marketing Agreement, should he have a change of mind ("**Withdrawal Right**"). This **Withdrawal Right** is available to a *Promoter* for a period of (30) thirty days ("**Withdrawal Period**"), from the *Commencement Date* of the My Saharogya Marketing Agreement. Should a *Promoter* exercise his **Withdrawal Right** and give a notice of termination to My Saharogya:

(a) all Benefits, commissions etc. accruing under the My Saharogya Marketing Agreement as per the My Saharogya Income Plan, until the date of termination, will be paid out to the Promoter;

(b) the Promoter may return to My Saharogya any material that he had purchased from My Saharogya. My Saharogya will refund the full price paid for such material, less any reasonable handling charges or consumption charges;

(c) any services purchased by the Promoter from My Saharogya will be cancelled, and the Promoter will be entitled to a refund of any monies paid for such services, less any set-up cost incurred by My Saharogya; and

(d) the Promoter will cease, immediately and without further notice, to be a Promoter.

2.6 The contract between the *Parties* comprises the My Saharogya Marketing Agreement and any amendments thereto, the My Saharogya Income Plan and the Code of Ethics for My Saharogya Promoters and any additional My Saharogya Marketing Agreement (provided in Clause 17.2) together with other rules and guidelines, published and to be published by My Saharogya from time to time. This contract supersedes any prior contracts or understanding on the same subject matter, written or oral, between the *Parties*.



### 3. Legal relationship

3.1 In consideration of a Promoter abiding strictly by the Business Terms and Conditions in the My Saharogya Marketing Agreement, My Saharogya grants a Promoter a non-exclusive, revocable right to promote/advertise My Saharogya Income Plan and other products and services as defined by My Saharogya from time to time. A Promoter hereby warrants that he will abide by all relevant laws while conducting any and all activities in connection with the My Saharogya Marketing Agreement and will indemnify and keep My Saharogya harmless from any claims from *Third-Parties* because of his breach of any of the Business Terms and Conditions of the My Saharogya Marketing Agreement, or non-compliance or violation of any applicable legislation in any country/jurisdiction.

3.2 For the avoidance of doubt nothing in this contract will be construed as establishing any employment, joint venture, partnership or agency relationship between the *Parties*, nor do any of the provisions therein make a Promoter an officer, director, partner or shareholder of My Saharogya. A Promoter remains fully and solely responsible for all promotional/marketing/advertising activities that are contemplated under the My Saharogya Marketing Agreement and he is under no obligation at all to promote/market/advertise the Income Plan and / or other products and services as defined by My Saharogya from time to time.

3.3 A Promoter does not represent My Saharogya; he is strictly prohibited from representing that he is an employee or an agent of My Saharogya or engaging in any acts or omissions, which would create the impression that he is an employee or agent of My Saharogya.

3.4 Nothing done, said, written, typed, or omitted to do by the Promoter will bind My Saharogya in any way. A Promoter is strictly prohibited to sign any Agreements, accept any services, make any statements, representations or any admissions or promises on behalf of My Saharogya. A Promoter hereby warrants that he will indemnify My Saharogya and keep My Saharogya harmless from any *Third-Party* claims, losses or damages because of a breach of this Clause 3.4 by him. My Saharogya is entitled to terminate the My Saharogya Marketing Agreement for good cause, should a Promoter be in breach or, in My Saharogya's absolute view and discretion, is very likely to be in breach of this Clause 3.4.

3.5 Each natural person or legal entity is only permitted to register once as a Promoter. For registration, a Promoter must enter a home or business address (registered office). If a Promoter attempts to register more than once with the aim of obtaining extra Benefits, My Saharogya reserves the right to terminate the contractual relationship with good cause and revoke any Benefits obtained in this manner. If a Promoter registers more than once, the most recent registration will be deleted, and any Benefits and earnings will be revoked.

### 4. Requirements for the activity and the entitlement to remuneration

4.1 A Promoter is a participant, whose registration has not been blocked and the My Saharogya Marketing Agreement has not been terminated.

4.2 A Promoter must be a sole proprietorship or a partnership firm or a limited liability partnership firm or a company, duly organised and recognised by the laws of Republic of India and is competent to contract as required by section 11 of the Indian Contract Act, 1872. He/she must ensure the proper payment of taxes and levies and shall indemnify and hold My Saharogya harmless in the event of any *Third-Party* claims.

4.3 The following information must be provided upon execution of the My Saharogya Marketing Agreement by a Promoter:

(a) Permanent Account Number ("PAN").

(b) Address Proof ( Aadhaar Card, Driving License)

4.4 In case of a sole proprietor, the following conditions must be fulfilled:

(a) he should be at least 18 years old, on the *Commencement Date*; AND

(b) should not be of unsound mind; AND

(c) should not be insolvent.

4.5 My Saharogya may, at its absolute discretion, modify any part of or all the prerequisites in this Clause 4 at any time, or require a Promoter to provide any additional documentation, or reject any application/registration for a Promoter at any time without reason.

### 5. Activities of a Promoter

5.1 Provided that the prerequisite conditions specified in Clause 4 have been fulfilled, for the duration of the My Saharogya Marketing Agreement a Promoter will be entitled to promote the My Saharogya Income Plan to potential new *Members* and to provide support to existing *Members*, as well as to promote other products and services as defined by My Saharogya from time to time, under the conditions specified by My Saharogya from time to time.

5.2 A Promoter understands and affirms that recommending the My Saharogya Income Plan and/or other products and services at his sole discretion and My Saharogya does not make it mandatory for him to carry on these activities. Furthermore, the sheer act of recommending/enrolling new participants does not entitle a Promoter to any Benefits or earnings.

### 6. Rights and obligations of a Marketer

#### A. My Saharogya

6.1 My Saharogya provides a training and orientation program to all Promoters, free of charge.

6.2 My Saharogya maintains a register of Promoters.

6.3 My Saharogya issues Digital Visiting card to each Promoter.

6.4 My Saharogya reserves the right to conduct a periodic audit to control the practices and methods employed by a Promoter and to monitor their quality.

6.5 My Saharogya provides a mechanism for addressing and resolving any grievances and complaints arising out of the Marketing Agency.

#### B. Promoter

6.6 A Promoter must comply at all times with all relevant laws and regulations, the Business Terms and Conditions in the My Saharogya Marketing Agreement, the Code of Ethics for My Saharogya Promoters and any other rules and guidelines published to a promoter from time to time by My Saharogya. A promoter warrants that he will indemnify and keep My Saharogya harmless from any claims from *Third Parties* because of his breach of any of them.

6.7 Each Promoter while providing services under the My Saharogya Marketing Agreement must always carry and present his visiting Card and truthfully.

6.8 A Promoter may only make factual statements or representations regarding My Saharogya and/or the products and services he is promoting that conform to the information contained in official documents and the *Communication Material*. A Marketer is hereby reminded that any factual statements made by him are made in his own capacity and not on behalf of My Saharogya.

6.9 As soon as a Promoter receives information regarding a possible violation against the provisions of My Saharogya Marketing Agreement by another Promoter or any *Third-Party*, he must inform My Saharogya immediately.

6.10 A Promoter is solely responsible for all tax liabilities arising from his own business and will hold My Saharogya harmless from all *Third-Party* claims regarding such liabilities.



6.11 The Promoter shall be entitled to use the organisational support of *Third-Parties* (such as assistance) for his/her sales activities. The sales activity itself must always be performed by the Promoter himself/herself. The Promoter must ensure that the obligations of this contract are also met by these *Third Parties*.

## 7. Change or assignment of a Recommender

7.1 Promoters without a Recommender have the right to be assigned a Recommender at any time if the Recommender give his explicit consent.

7.2 Promoters with a Recommender can make a change of Recommender if following requirements are met:

- The Promoter has had the same Recommender for the last 6 months.
- The Promoter did not reach any Income Structure according to the My Saharogya Earnings Plan in Annex 1 in the last 6 months.
- The new Recommender give his explicit consent to the change.

7.3 As a result of the change of Recommender, the Promoter will lose his previously recommended sub-Promoters and Customers. However, the change of Recommender has no further effects for these previously recommended Members or Promoters themselves.

7.4 In the event of a termination of the My Saharogya Marketing Agreement and a subsequent new registration within 6 months, the Promoter will automatically be assigned to the Recommender the Promoter had at the moment of termination.

## 8. Remuneration

8.1 My Saharogya Income Plan sets forth the way a Promoter is remunerated, the basis on which his performance is measured and the method for calculation of remuneration.

8.2 The remuneration, under the My Saharogya Income Plan, depends solely on the performance of the Promoter. My Saharogya does not grant any remuneration or incentives for recruitment / enrolment of new participants into the Marketing Agency.

8.3 A Promoter has no right to any other payment from My Saharogya, the reimbursement of any expenses of any travel, material or staffing costs resulting from his performance of services under the My Saharogya Marketing Agreement.

8.4 In addition to remuneration in accordance with the My Saharogya Income Plan, My Saharogya may also pay additional bonuses at its own discretion. However, a Promoter has no right to such bonuses.

8.5 A Promoter's remuneration as per the My Saharogya Income Plan and other incentives, as defined by My Saharogya from time to time, will be paid on a weekly or monthly basis (see the applicable "Production Dates" document on the *My Saharogya Website*), subject to Promoter's performance, My Saharogya's receipt of an invoice from the Promoter and My Saharogya's verification of the invoiced amount. The earnings shall be accumulated and paid out to the Promoter's bank account; the Promoter already is an active member according to the My Saharogya Income Plan.

8.6 The remuneration shall be paid in Indian National Rupee and transferred to the Promoter's bank account, subject to applicable taxes. My Saharogya reserves the right to seek Current Account Bank Details at any point from the Promoter for the transfer of remuneration.

## 9. Communication Material

9.1 My Saharogya provides *Digital Communication Material*, free of cost, to a Promoter, to help assist him in conducting activities under My Saharogya Marketing Agreement.

9.2 A Promoter must use the latest *Communication Material* for his promotional purposes. The inappropriate use by a Promoter of outdated *Communication Material* or any other materials that are not approved by My Saharogya may entitle Promoter to terminate this My Saharogya Marketing Agreement for good cause.

9.3 In the event of the termination of the My Saharogya Marketing Agreement (regardless of the way in which or the reasons for which it is terminated), a Marketer must destroy any *Communication Material* he may have in his possession and confirm the destruction of the same to My Saharogya in writing.

9.4 Publications and advertisements as well as the use of trademarks of My Saharogya or companies affiliated with My Saharogya, the Mindsmeet Group, such as the company logo and the trademarks of Mindsmeet, Saharogya and My Saharogya, etc., are only permitted within the framework of the authorized *Communication Material*. This also applies for its use via internet, social media or other electronic media.

9.5 The Promoter shall indemnify My Saharogya, companies affiliated with My Saharogya, the Mindsmeet group, their cooperation partners from claims of third parties that they assert against My Saharogya, companies affiliated with My Saharogya, Mindsmeet Group, their cooperation partners due to a culpable violation of their commercial property rights by the Promoter.

## 10. My Saharogya Products and Services

10.1 My Saharogya may also provide training materials, free of cost, for downloading from the download section of the *My Saharogya Website* ([www.mysaharogya.com](http://www.mysaharogya.com)), to a Promoter. A Promoter is expected to familiarise himself fully with all such material.

10.2 In addition to the *Communication Material*, My Saharogya may also provide additional promotional/advertising materials, which a Promoter can purchase, if he so desires at his sole discretion, to support his activities. If My Saharogya offers additional promotional/advertising materials, the details of the same will be described in separate flyers/leaflets or on the *My Saharogya Website*.

10.3 In case a Promoter purchases any promotional/advertising material from My Saharogya, he is free to return such material within 30 (thirty) days of its purchase. Subject to such material being in an unused state, My Saharogya will refund the price paid by the promoter for such material, less any reasonable handling charge. Whether the material is in a used state or not will be determined by My Saharogya by taking into consideration various factors such as the state of the material, whether the wrapping material /packaging material remains unopened/sealed etc.

10.4 My Saharogya may also offer certain My Saharogya services to a Promoter to assist him with his promotional/advertising activities. A Promoter who decides to use such services will be bound by separate Terms and Conditions.

10.5 A Promoter understands and affirms that the My Saharogya products and services provided in this Clause 10, are discretionary and My Saharogya reserves the sole right to offer them.

10.6 Cooling Off Period and Buyback Policy for products: In case a Promoter purchases any promotional / advertising material from My Saharogya, he is free to return such material within 30 (thirty) days of its purchase. Subject to such material being in an unused and marketable state, My Saharogya will refund the price paid by the Promoter for such material, less any reasonable handling charge. Whether the material is in an unused state or not will be determined by My Saharogya by taking into consideration various factors such as the state of the material, whether the wrapping / packing material remains unopened/sealed etc.

10.7 Cooling Off Period and Buyback Policy for services: In case a Promoter obtains any paid services from My Saharogya, he is free to reverse his order for such services within 30 (thirty) days of its order date. My Saharogya will refund the full service fees paid by the Promoter, less any set-up costs incurred by My Saharogya.



## 11. Secrecy and confidentiality

11.1 A Promoter is obligated to maintain strict confidentiality regarding any My Saharogya trade or business secrets as well as data pertaining to all customers and clients acquired by or entrusted to him while conducting all activities in connection with the My Saharogya Marketing Agreement and will continue to maintain strict confidentiality during the term of the My Saharogya Marketing Agreement and thereafter.

11.2 All information received from My Saharogya by a Promoter must be returned to My Saharogya or destroyed immediately upon termination of the My Saharogya Marketing Agreement.

11.3 The Promoter shall also impose these secrecy and confidentiality obligations on third parties according to clause.

## 12. Data protection

11.1. To the extent that it is required to implement the My Saharogya Marketing Agreement, Mindsmeet Health Solutions Private Limited, being responsible for data protection, collects, stores and processes personal or company data as well as data on sales activities of the Promoters.

11.2. In compliance with Information Technology Act, 2000 and the rules and regulations made thereunder, a Promoter has the right to access his *Personal Data* and request amendments to the same. A Promoter may contact the Grievance Officer at [grievanceofficer@saharogya.in](mailto:grievanceofficer@saharogya.in), should he wish to access, correct, or request deletion of his *Personal Data* or revoke his consent for future use of his *Personal Data*. Further privacy provisions related to the use of the *My Saharogya Website* can be found in the Privacy Policy on the *My Saharogya Website*.

11.3. My Saharogya uses internationally recognised security technologies to protect Promoters' data against unauthorised access.

11.4. If the Promoter uses additional IT-supported services and My Saharogya processes *Personal Data* entered by the Promoter in this context, the *Parties* shall conclude a contract data processing Agreement.

## 13. Non-competition/non-solicitation

13.1 During the term of the My Saharogya Marketing Agreement, without the prior written consent of My Saharogya, a Promoter must not personally, directly, or indirectly, work for or cause a *Third-Party* to work under him or with his consent for, or establish, operate or participate or otherwise support or advise a competing business offering services or marketing methods similar or identical to those of My Saharogya.

13.2 In respect of competing businesses, any activities of a Promoter that have been in place and approved and confirmed by My Saharogya in written or electronic form, on or before the *Commencement Date* will be excluded from this Clause 13.

13.3 For the duration of this Agreement, a Promoter will refrain from recruiting, enticing or attempting to recruit any persons or *Members*:

- (a) for the Benefit of any competing businesses or
- (b) already enrolled by another Promoter, for his own Benefit.

13.4 In the event that the provisions of this Clause 13 are violated by a Promoter, he must cease carrying out any competing activities immediately. As a result of such unauthorised competition, My Saharogya is entitled to terminate the My Saharogya Marketing Agreement for good cause and the Promoter will indemnify My Saharogya for and keep My Saharogya harmless from any loss or damages suffered.

## 14. Duration and term of this My Saharogya Marketing Agreement

14.1 My Saharogya Marketing Agreement will commence on the *Commencement Date* and will continue until either *Party* terminates the Agreement by giving written notice of termination, in accordance with this Clause 14.

14.2 **Termination for No Cause:** Both *Parties* have the right to terminate the My Saharogya Marketing Agreement, without cause, by giving notice of 30 (thirty) days.

14.3 **Termination for Good Cause:** Both *Parties* have the right to terminate the My Saharogya Marketing Agreement, for good cause, with immediate effect. My Saharogya has good cause to terminate in the following cases:

- (a) A Promoter does not fulfil the prerequisites provided in Clause 4 or provides incorrect data or submits incorrect or false supporting documents required by Promoter.
- (b) A Promoter violates any of the obligations laid down in Clause 3 or 6.
- (c) A Promoter uses unauthorised material in violation of Clause 9.2.
- (d) A Promoter uses a trademark applied for and/or registered for in violation of Clause 9.4.
- (e) A Promoter violates the non-competition or non-solicitation clause under Clause 13 or breaches his confidentiality obligations under Clause 11.
- (f) A Promoter provides erroneous information about the My Saharogya Income Plan or the Marketing Agency or any other product or service as defined by My Saharogya on two or more occasions.
- (g) A Promoter sells any products / services as defined in Clause 9 for commercial gain.
- (h) A Promoter runs events charging a fee for entry without the written consent of My Saharogya.
- (i) A Promoter is accused of a criminal offence involving imprisonment (i) that harms My Saharogya, a company associated with My Saharogya, or another Promoter and/or (ii) that was committed in connection with the performance of his activities governed by the My Saharogya Marketing Agreement, (iii) that is connected factually to his activities under the My Saharogya Marketing Agreement (e.g. property crimes such as fraud), or (iv) that is of such a serious nature that My Saharogya can no longer rule out a loss of trust or impending threat to its reputation.
- (j) A Promoter has failed to fulfil a contractual payment obligation either in full or in part on two or more occasions.
- (k) A Promoter's financial situation worsens to such an extent that his ongoing ability to fulfil his payment obligations is called into doubt based on concrete evidence.
- (l) In addition to the significant damage to the economic interests or the reputation of My Saharogya, in particular the breach of essential contractual obligations is considered as a good cause.

As a general rule, prior to termination of the My Saharogya Marketing Agreement for good cause due to a contractual violation, My Saharogya will give notice requiring remedial action. However, if the violation is so severe My Saharogya may dispense with such notice.





## 15. Effects of the termination

Upon Termination:

15.1 A Promoter will be entitled to receive remuneration, if any, accrued before the My Saharogya Marketing Agreement was terminated as per the My Saharogya Income Plan.

15.2 A Promoter will have no right to receive any further remuneration. To the maximum extent permitted by law, all further claims on the part of the Promoter against My Saharogya will be excluded.

15.3 **Return and Refund for products:** Should the My Saharogya Marketing Agreement be terminated, in whatever manner, a Promoter is free to return any products that he had purchased from My Saharogya, within 7 (seven) days of termination. Subject to such material being in an unused and marketable state, My Saharogya will refund the price paid by the Promoter for such material, less any reasonable handling charge.

## 16. Limitation of liability

16.1 The liability of My Saharogya and its personnel under the My Saharogya Marketing Agreement is limited to those damages caused by their gross negligence or intentional violation of contractual obligations.

16.2 Insofar as the liability for My Saharogya is limited or excluded, the limitations or exclusions shall also apply to the personal liability of the employees, legal representatives, and vicarious agents of My Saharogya.

16.3 Notwithstanding anything contained in the My Saharogya Marketing Agreement, My Saharogya's aggregate liability for any claims arising out of the My Saharogya Marketing Agreement, will be a maximum of INR 1,00,000 (Indian Rupees One Lakh only).

## 17. Changes & Amendments

17.1 A Promoter is obligated to inform My Saharogya immediately in writing of any changes with regard to his *Personal Data*. In addition, a Promoter is obligated to inform My Saharogya immediately of any payment problems, in particular of any imminent insolvency. Any information, statements or notices sent by My Saharogya by mail/email to the last known address in My Saharogya's records will be deemed to have been duly received by a Promoter.

17.2 My Saharogya may enter into additional Agreements, in writing, with a Promoter.

17.3 My Saharogya reserves the right to amend the contractual relationship between the *Parties*. Notice of such amendment will be sent as per Clause 19.8. Upon receipt of notice a Promoter will be deemed to have accepted the amendment. In the event of non-acceptance, a Promoter has a period of 30 (thirty) days within which to terminate the My Saharogya Marketing Agreement.

## 18. Governing law and jurisdiction

18.1 My Saharogya Marketing Agreement will be construed in accordance with the laws of the Republic of India. Both *Parties* hereby submit themselves to the exclusive jurisdiction of the Courts at Mumbai.

18.2 In the event that any dispute arises amongst the *Parties* in relation to the My Saharogya Marketing Agreement, the *Parties* will in the first instance attempt to resolve such dispute between them.

18.3 If the dispute has not been resolved through consultations within 30 (thirty) days after one *Party* has served written notice on the other *Party* requesting the commencement of such discussions, a *Party* may in writing refer the dispute to be settled finally by arbitration in accordance with this Clause 18.

18.4 The dispute will be settled finally in accordance with provisions of the Arbitration and Conciliation Act, 1996 by a sole arbitrator who will be appointed by My Saharogya. The arbitration proceedings will be conducted in English language and the venue of the Arbitration will be My Saharogya's registered office in Mumbai. The arbitration award will be final and binding upon the *Parties*.

18.5 This Clause 18 will survive any termination of the My Saharogya Marketing Agreement.

## 19. General conditions

19.1 A Promoter will not be authorised to assign the My Saharogya Marketing Agreement or the rights and obligations arising therefrom to *Third Parties*, without the prior written consent of My Saharogya. In the event of the death of a Promoter, all existing contractual relationships between him and My Saharogya will be novated on to his heirs, subject to the legal heirs' consent, in accordance with the applicable laws of succession in India. The Promoter will not have the right to encumber any existing rights with a lien or to use any rights arising from the My Saharogya Marketing Agreement as collateral without the prior written consent of My Saharogya.

19.2 To the maximum extent permitted by law, a Promoter may not set off any of his claims that My Saharogya has against him with any Benefits/monies he may receive under the My Saharogya Marketing Agreement.

19.3 A Promoter is responsible for all charges, fees, taxes etc. accrued by him because of receiving remuneration under the My Saharogya Marketing Agreement. Further, if any income tax or withholding tax is determined to be deducted and deposited on any payments to a Promoter, My Saharogya will have the right to deduct and deposit any such applicable taxes with the appropriate regulatory authority.

19.4 A Promoter agrees to defend, indemnify, and hold My Saharogya harmless from and against any claims of *Third Parties* that would not have arisen but for any act or omission by him or breach of any term of the My Saharogya Marketing Agreement or arising due to any negligent advice/misrepresentation given by the Promoter with respect to Marketing Agency or the Income Plan.

19.5 Should any provisions of the My Saharogya Marketing Agreement be wholly or partly declared ineffective or void by a court of competent jurisdiction, such provision(s) will be severed from this Agreement and the remaining provisions will remain effective and binding upon both *Parties*.

19.6 A Promoter hereby declares that he/she is entering into the My Saharogya Agreement voluntarily and has not acted in reliance of any representations of My Saharogya or any other persons. A Promoter hereby declares that he has read and understood fully this Agreement.

19.7 Unless the context of the Agreement otherwise requires: (a) any reference to any statute or statutory provision shall include, unless otherwise stated, a reference to: (i) that statutory provision as modified or re-enacted or both, from time to time and (ii) any subordinate legislation made under that statutory provision; (b) the singular includes the plural and vice versa and words; (c) headings and captions are used for convenience only and shall not affect the interpretation of the Agreement. Reference to a particular gender in this Agreement includes reference to all genders as well as legal entities/persons.

19.8 Any notice under the My Saharogya Marketing Agreement must be in writing in English and will be delivered or sent by post or email to the *Party* required to receive the notice, at its address as set out below:



(a) if to My Saharogya: 3<sup>rd</sup> Floor, 308B, Laxmi Shopping Centre, Hirachand Desai Marg, Ghatkopar-West, Mumbai-400080 or email at [wealth@mysaharogya.com](mailto:wealth@mysaharogya.com).

(b) if to a Promoter: to the address/ email address given by the Promoter at the time of registration in the My Saharogya or his last known postal or email address.

## 20. Glossary of defined Terms

**“Commencement Date”** is the date on which a Promoter duly executes the My Saharogya Marketing Agreement.

**“Communication Material”** means the advertising and information material such as documents, catalogues, presentations etc., made available to a Promoter at [www.mysaharogya.com](http://www.mysaharogya.com).

**“My Saharogya Website”** is [www.mysaharogya.com](http://www.mysaharogya.com).

**“Promoter”** is a natural or juristic person who agrees to participate in the My Saharogya Income Plan and has entered into an Agreement with Mindsmeet Health Solutions Pvt Ltd in accordance with the applicable General Business Terms and Conditions and remains as such until the membership is terminated.

**“Promoter Benefit/Benefit”** is the Benefit that a *Promoter* receives or is eligible to receive by making a *Purchase*.

**“MHSPL”** means Mindsmeet Health Solutions Private Limited (including its parents, subsidiaries, sister companies and affiliates) a company registered under Companies Act 2013, bearing Company Incorporation Number (CIN): U15549GJ2018PTC104948 and having its registered office at 3<sup>rd</sup> Floor, 308B, Laxmi Shopping Centre, Hirachand Desai Marg, Ghatkopar-West, Mumbai-400080, India.

**“Parties”**: My Saharogya and the Promoter, whose name appears on the online registration form, are collectively referred to as “Parties” and individually referred to as “Party”.

**“Personal Data”** means data that My Saharogya collects by virtue of execution of the My Saharogya Marketing Agreement and includes: full name, gender, date of birth, date of incorporation/formation, Permanent Account Number, Corporate Identity Number/ LLP Identity Number/ Registration Number, Registrations under Service Tax/VAT/CST/GST, as and when applicable, bank details, contact details (postal address and phone number(s)), email address etc.

**“Purchase”** is the acquisition of goods or services from My Saharogya by a *Promoter*, either through its online or offline, that is not cancelled and is recorded in the My Saharogya Income Plan,

**“Third-Party”** means any other party other than My Saharogya and the Promoter who is a party to the My Saharogya Marketing Agreement.