



2ND FLOOR, HOUSE NO. 213, GURUDWARA ROAD, SOUTH CITY 1,  
GURUGRAM HARYANA, 122001

CIN: U47990HR2025PTC133261

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## DIRECT SELLER AGREEMENT

(As per Consumer Protection (Direct Selling) Rules, 2021)

Agreement Reference No.	FHIPL/DSA/[YEAR]/[REF NO.]
Date of Agreement	[DD/MM/YYYY]
Direct Seller ID	[Assigned upon execution]
Version	Version 1.0 — 2026

### IMPORTANT NOTICE TO DIRECT SELLER

*Please read this Agreement carefully before signing. You have a 30-day cooling-off period from the date of signing during which you may withdraw without any penalty.*

## 1. PARTIES TO THIS AGREEMENT

This Direct Seller Agreement (hereinafter referred to as "the Agreement") is entered into between:

### PARTY 1 — THE COMPANY:

**Name:** Fohow Healthcare Private Limited

**Registered Office:** 2ND FLOOR, HOUSE NO. 213, GURUDWARA ROAD, SOUTH CITY 1, GURUGRAM HARYANA, 122001, India

**CIN:** U47990HR2025PTC133261

**PAN:** AAGCF4657B

**GST:** 06AAGCF4657B1ZU

**Represented by:** Mrs. Rekha / Mr. Saurav Suman, Directors

**AND**

### PARTY 2 — THE DIRECT SELLER:

<b>Full Name</b>	[Full Name of Direct Seller]
<b>Father's / Spouse's Name</b>	[Name]
<b>Date of Birth</b>	[DD/MM/YYYY]
<b>Gender</b>	[Male / Female / Other]
<b>Permanent Address</b>	[Full Address with Pin Code]
<b>Mobile Number</b>	[10-digit Mobile Number]
<b>Email Address</b>	[Email ID]
<b>Aadhaar Number</b>	[XXXX-XXXX-XXXX]
<b>PAN Number</b>	[PAN Number]
<b>Bank Account Number</b>	[Account Number]
<b>IFSC Code</b>	[IFSC Code]
<b>Bank Name &amp; Branch</b>	[Bank Name, Branch]
<b>Nominee Name</b>	[Nominee Full Name]
<b>Nominee Relationship</b>	[Relationship]

## 2. DEFINITIONS

In this Agreement, unless the context otherwise requires:

- "Company" means Fohow Healthcare Private Limited.
- "Direct Seller" means the individual named in Part 2 above who is enrolled to sell the Company's products directly to consumers.

- "Direct Selling" means marketing, distribution, and sale of goods or services through a network of direct sellers away from a fixed retail location.
  - "Products" means all health, wellness, and nutrition products offered by the Company from time to time.
  - "Compensation Plan" means the Company's official remuneration structure for direct sellers as published and updated from time to time.
  - "Net Sales" means the actual value of products sold after deducting returns and cancellations.
  - "Cooling-Off Period" means the 30-day period from the date of execution of this Agreement during which the Direct Seller may withdraw without penalty.
  - "Rules" means the Consumer Protection (Direct Selling) Rules, 2021.
  - "Act" means the Consumer Protection Act, 2019.
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### 3. NATURE OF RELATIONSHIP

3.1 The Direct Seller is an independent contractor and not an employee, agent, partner, or legal representative of the Company. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Company and the Direct Seller.

3.2 The Direct Seller shall have no authority to bind or obligate the Company in any manner, incur debts on behalf of the Company, or make any representations or warranties on behalf of the Company other than those expressly authorised in writing.

3.3 The Direct Seller is responsible for all expenses incurred in the course of their direct selling activities including transportation, communication, and other operational costs.

3.4 The Direct Seller shall be solely responsible for all taxes, duties, and levies applicable on commissions and earnings received from the Company, including but not limited to Income Tax and GST (if applicable).

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### 4. COOLING-OFF PERIOD

4.1 In accordance with Rule 7 of the Consumer Protection (Direct Selling) Rules, 2021, the Direct Seller shall have a cooling-off period of THIRTY (30) DAYS from the date of signing of this Agreement.

4.2 During the cooling-off period, the Direct Seller may withdraw from this Agreement without incurring any penalty, forfeiture, or liability by providing written notice to the Company at the registered office address or via email.

4.3 Upon valid withdrawal during the cooling-off period, the Company shall refund any fees paid (if any) and repurchase any unsold marketable inventory as per Clause 11 (Buy-Back Policy).

4.4 The cooling-off period does not apply to products consumed or used by the Direct Seller prior to withdrawal.

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### 5. OBLIGATIONS OF THE COMPANY

The Company agrees and undertakes to:

1. Provide the Direct Seller with an official identity card and all necessary product information, literature, and training materials.
2. Make available a complete and current product catalogue with pricing.
3. Ensure timely supply of products ordered by the Direct Seller, subject to availability.
4. Pay all earned commissions and incentives within the timelines specified in the Compensation Plan.
5. Provide a transparent and documented Compensation Plan to the Direct Seller.
6. Maintain a functioning Grievance Redressal Mechanism accessible to the Direct Seller.
7. Comply with all applicable laws, including the Consumer Protection Act, 2019 and the Direct Selling Rules, 2021.
8. Provide the Direct Seller with regular training sessions, product knowledge updates, and marketing support as reasonably necessary.
9. Not impose mandatory purchase quotas as a condition for continued membership.
10. Maintain the confidentiality of the Direct Seller's personal and financial information in accordance with applicable law.

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## 6. OBLIGATIONS OF THE DIRECT SELLER

The Direct Seller agrees and undertakes to:

11. Sell the Company's Products only to end consumers and not for the purpose of resale or stockpiling.
12. Carry the official identity card issued by the Company at all times during selling activities.
13. Provide consumers with the Company's official product literature and make only representations consistent with the Company's authorised claims.
14. Not make false, exaggerated, or misleading claims about the Products or about potential earnings from direct selling.
15. Comply with all applicable laws including the Consumer Protection Act, 2019, the Direct Selling Rules, 2021, the Drugs and Cosmetics Act (if applicable), and FSSAI regulations.
16. Not engage in any pyramid scheme, money circulation scheme, or recruit members purely for the purpose of earning recruitment commissions.
17. Inform consumers of their right to a cooling-off period and the Company's return/refund policy at the time of sale.
18. Promptly report any consumer complaints or grievances to the Company's Grievance Redressal Officer.
19. Not disparage, defame, or make negative statements about the Company, its products, or other direct sellers.
20. Maintain accurate records of all sales transactions and provide them to the Company upon request.
21. Not solicit or recruit direct sellers using false income claims, misleading testimonials, or coercive practices.
22. Immediately notify the Company of any change in address, bank details, or personal information.
23. Uphold the Company's Code of Ethics and Code of Conduct as provided by the Company.

## 7. COMPENSATION PLAN AND EARNINGS

7.1 The Direct Seller shall be entitled to earn remuneration as per the Company's Compensation Plan, which is provided separately and forms an integral part of this Agreement.

7.2 Commissions and incentives shall be calculated on Net Sales as defined in Clause 2 and shall be paid on a [monthly/weekly] basis into the Direct Seller's registered bank account.

7.3 The Company reserves the right to modify the Compensation Plan upon thirty (30) days' written notice to the Direct Seller. Continued participation after such notice shall constitute acceptance of the revised Compensation Plan.

7.4 No income guarantee is made or implied. Earnings are entirely dependent on the Direct Seller's individual sales effort and productivity.

7.5 The Company shall deduct Tax Deducted at Source (TDS) from commission payments as required under the Income Tax Act, 1961, and shall provide Form 16A to the Direct Seller annually.

7.6 The Company shall not pay commissions or incentives for recruitment alone. All income shall be traceable to actual sales of Products.

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## 8. PRODUCT PURCHASE AND RETAIL PRICE

8.1 The Direct Seller may purchase Products from the Company at the official Direct Seller Price (DSP) as listed in the current Product Catalogue.

8.2 The Direct Seller shall not sell Products at prices below the Minimum Retail Price (MRP) as mandated by law or below any Minimum Advertised Price (MAP) set by the Company.

8.3 Products must not be sold through any online marketplace, e-commerce platform, or third-party retail outlet without prior written approval from the Company.

8.4 The Direct Seller is not required to purchase a minimum amount of products as a condition for enrollment or continued membership.

8.5 All product purchases by the Direct Seller shall be accompanied by a valid invoice issued by the Company.

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## 9. CONSUMER RIGHTS AND DISCLOSURES

9.1 Before completing any sale, the Direct Seller must disclose their identity, the identity of the Company, and provide the consumer with the Company's official contact information.

9.2 The Direct Seller must inform every consumer of their right to cancel the purchase within seven (7) days of receipt of goods, as provided under applicable consumer protection laws.

9.3 The Direct Seller must provide every consumer with a printed or electronic receipt at the time of sale.

9.4 The Direct Seller shall not engage in unsolicited calling, messaging, or visiting of consumers who have registered on the National Do Not Disturb Registry.

9.5 The Direct Seller must not use misleading, deceptive, high-pressure, or unethical sales tactics.

## 10. PROHIBITED ACTIVITIES

The Direct Seller shall NOT engage in any of the following:

- Operating or promoting any pyramid scheme, Ponzi scheme, or money circulation scheme in connection with the Company's business.
- Collecting money from prospective direct sellers as a condition for joining the network.
- Making false income claims or guaranteeing specific earnings to prospective direct sellers.
- Enrolling persons who are under 18 years of age as direct sellers.
- Misrepresenting the Products, their benefits, or their regulatory approvals.
- Selling Products without the official Company identity card and documentation.
- Using the Company's trademarks, logos, or brand name without written authorisation.
- Recruiting direct sellers from other companies through unethical means.
- Creating or distributing unauthorised marketing materials or making product health claims beyond what is approved by the Company.
- Engaging in any activity that could bring disrepute to the Company or the direct selling industry.

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## 11. BUY-BACK AND RETURN POLICY

11.1 In accordance with Rule 7(4) of the Consumer Protection (Direct Selling) Rules, 2021, the Company shall repurchase marketable, unsold inventory from the Direct Seller under the following conditions:

24. The return request is made within thirty (30) days of the original purchase by the Direct Seller.
25. The products are in their original, unopened packaging and are in a saleable condition.
26. The Direct Seller provides the original invoice as proof of purchase.

11.2 The Company shall pay not less than ninety percent (90%) of the original purchase price paid by the Direct Seller for all qualifying returned products.

11.3 The buy-back policy shall also apply upon termination of this Agreement by either party, subject to the conditions in Clause 11.1 above.

11.4 Products that are expired, damaged, tampered, or not in saleable condition shall not be eligible for buy-back.

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## 12. GRIEVANCE REDRESSAL

12.1 The Company has appointed a Grievance Redressal Officer to address complaints from direct sellers and consumers.

12.2 Grievance Redressal Officer details:

**Name:** Rekha Singh

**Designation:** Grievance Redressal Officer

**Email:** dr.singh@fohow.com

**Phone:** +91-8802856563

**Address:** 2ND FLOOR, HOUSE NO. 213, GURUDWARA ROAD, SOUTH CITY 1,  
GURUGRAM HARYANA, 122001, India

12.3 All complaints shall be acknowledged within forty-eight (48) hours of receipt and resolved within thirty (30) days.

12.4 If the Direct Seller is not satisfied with the resolution, they may escalate the complaint to the appropriate Consumer Disputes Redressal Commission or the National Consumer Helpline (1800-11-4000).

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### 13. INTELLECTUAL PROPERTY

13.1 All trademarks, logos, trade names, copyrights, product names, and other intellectual property associated with the Company and its Products are the exclusive property of the Company.

13.2 The Company grants the Direct Seller a limited, non-exclusive, non-transferable, revocable licence to use the Company's trademarks and marketing materials solely for the purpose of selling the Company's Products as permitted under this Agreement.

13.3 The Direct Seller shall not modify, alter, or create derivative works of the Company's intellectual property, and shall not register any domain names, social media handles, or business names that include the Company's brand names without prior written consent.

13.4 Upon termination of this Agreement, the licence granted under Clause 13.2 shall automatically cease and the Direct Seller shall immediately stop using all Company intellectual property.

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### 14. CONFIDENTIALITY

14.1 The Direct Seller acknowledges that during the course of this Agreement, they may have access to confidential business information including but not limited to the Compensation Plan, customer lists, sales data, pricing strategies, and product formulations.

14.2 The Direct Seller agrees to maintain strict confidentiality of all such information and shall not disclose it to any third party without the prior written consent of the Company.

14.3 This confidentiality obligation shall survive the termination or expiry of this Agreement for a period of two (2) years.

14.4 The Direct Seller's personal data shall be processed by the Company in accordance with applicable data protection laws and the Company's Privacy Policy.

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### 15. TERM AND TERMINATION

15.1 This Agreement shall commence on the date of execution and shall remain in force for one (1) year, automatically renewing for successive one-year periods unless terminated earlier.

15.2 Either party may terminate this Agreement without cause by providing thirty (30) days' written notice to the other party.

15.3 The Company may terminate this Agreement immediately with written notice if the Direct Seller:

- Violates any provision of this Agreement or the Company's Code of Conduct.
- Engages in fraudulent, illegal, or unethical conduct.
- Makes false claims about the Products or about potential earnings.
- Operates or promotes a pyramid scheme in connection with the Company's business.
- Brings the Company's reputation into disrepute.
- Is convicted of any criminal offence.

15.4 Upon termination, the Direct Seller shall immediately cease all selling activities, return the identity card, and cease using the Company's intellectual property.

15.5 All earned commissions due up to the date of termination shall be paid within sixty (60) days of the effective termination date.

15.6 The buy-back policy in Clause 11 shall apply to inventory held by the Direct Seller at the time of termination.

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## 16. INDEMNIFICATION

16.1 The Direct Seller agrees to indemnify, defend, and hold harmless the Company, its directors, officers, and employees from and against any claims, damages, liabilities, costs, and expenses (including legal fees) arising out of or in connection with:

- Any breach of this Agreement by the Direct Seller.
- Any false or unauthorised representations made by the Direct Seller to consumers or prospective direct sellers.
- Any violation of applicable laws by the Direct Seller.
- Any negligent or wrongful act or omission of the Direct Seller.

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## 17. DISPUTE RESOLUTION

17.1 In the event of any dispute or disagreement arising out of or in connection with this Agreement, the parties shall first attempt to resolve the matter through mutual discussion and negotiation within thirty (30) days of the dispute arising.

17.2 If the dispute is not resolved through negotiation, either party may refer the matter to mediation before a mutually agreed mediator.

17.3 If mediation fails, the dispute shall be subject to the jurisdiction of the competent courts in [City, State] in accordance with the laws of India.

17.4 Nothing in this clause shall prevent either party from seeking urgent interim relief from a court of competent jurisdiction.

## 18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of India, including the Consumer Protection Act, 2019, the Consumer Protection (Direct Selling) Rules, 2021, the Indian Contract Act, 1872, and all other applicable statutes and regulations.

## 19. MISCELLANEOUS

19.1 Entire Agreement: This Agreement, together with the Compensation Plan, Code of Conduct, and Product Catalogue, constitutes the entire agreement between the parties and supersedes all prior communications, representations, and agreements.

19.2 Amendments: The Company may amend this Agreement with thirty (30) days' written notice to the Direct Seller. Continued participation after such notice shall constitute acceptance.

19.3 Waiver: Failure by either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to enforce such provision in the future.

19.4 Severability: If any provision of this Agreement is found to be unlawful or unenforceable, such provision shall be severed and the remaining provisions shall continue in full force and effect.

19.5 Assignment: The Direct Seller may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company.

19.6 Language: This Agreement is executed in English. In case of any inconsistency between the English version and any translated version, the English version shall prevail.

## 20. DECLARATION AND SIGNATURES

I/We, the undersigned, have read, understood, and agree to be bound by all the terms and conditions of this Direct Seller Agreement, including the Compensation Plan, Code of Conduct, and all policies of Fohow Healthcare India Private Limited referenced herein.

I/We confirm that I/We are above 18 years of age and legally competent to enter into this Agreement.

I/We confirm that no representations have been made to me/us about guaranteed income or minimum earnings.

<p><b>FOR FOHOW HEALTHCARE INDIA PRIVATE LIMITED</b></p>   <p>_____                  Authorised Signatory  <b>Name: Mrs. Rekha / Mr. Saurav Suman</b>                  Designation: Director</p>	<p><b>DIRECT SELLER</b></p>   <p>_____                  Signature / Thumb Impression  <b>Name:</b> _____                  Direct Seller ID: _____                  Date: _____</p>
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Date: _____ Place: _____	Place: _____
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**WITNESSES:**

<b>Witness 1</b>	<b>Witness 2</b>
_____ Name: _____ Address: _____ Date: _____	_____ Name: _____ Address: _____ Date: _____

## ANNEXURE A — CODE OF CONDUCT FOR DIRECT SELLERS

All Direct Sellers of Fohow Healthcare India Private Limited must adhere to the following Code of Conduct at all times:

### A1. Ethical Conduct

- Act with honesty, integrity, and respect in all dealings with consumers, fellow direct sellers, and the Company.
- Never use high-pressure sales tactics, false urgency, or emotional manipulation.
- Respect consumers' privacy and decision-making autonomy.

### A2. Product Representations

- Make only Company-approved claims about the Products.
- Do not make therapeutic or medicinal claims beyond what is approved by FSSAI or the relevant regulatory authority.
- Accurately represent the price, features, and benefits of Products.

### A3. Income Claims

- Never guarantee specific earnings or misrepresent the income potential of the direct selling opportunity.
- Use only Company-approved income disclosure statements when discussing earnings potential with prospects.

### A4. Recruitment Practices

- Recruit only persons who genuinely intend to sell products to end consumers.
- Never recruit minors (persons under 18 years of age).
- Provide all prospects with a copy of this Agreement and the Compensation Plan before enrollment.

### A5. Consumer Satisfaction

- Honour all return and refund requests in accordance with the Company's policy.
- Report consumer complaints to the Company's Grievance Redressal Officer promptly.
- Maintain a professional appearance and demeanour at all times.

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## ANNEXURE B — DIRECT SELLER ACKNOWLEDGEMENT FORM

I, \_\_\_\_\_ (Direct Seller Name), hereby acknowledge and confirm the following:

27. I have received, read, and understood the Direct Seller Agreement in full.
28. I have received the Compensation Plan and understand that earnings are based solely on actual product sales.
29. I have been informed of my 30-day cooling-off period and my right to withdraw without penalty.
30. I have been informed of the Company's buy-back policy for unsold inventory.
31. I understand that no income is guaranteed and that my earnings depend entirely on my own sales effort.

32. I have not paid any joining fee or made any mandatory product purchase as a condition of enrollment.

33. I confirm that I am above 18 years of age.

34. I have received the Company's official Identity Card bearing Direct Seller ID:  
\_\_\_\_\_.

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Direct Seller Signature

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Place: \_\_\_\_\_