

# E-CONTRACT AGREEMENT

BETWEEN

M/s B-HIVE HEALTH AND WELLNESS  
PVT. LTD.

&

B-HIVE BRAND PARTNER (BBP)

ALONG WITH THE

**CODE OF ETHICS & CODE OF CONDUCT**

This Contract Agreement (hereinafter referred to as the “Agreement”) is executed and entered into in accordance with the provisions of *The Consumer Protection (Direct Selling) Rules, 2021*, notified by the Union Government of India on 28th December 2021, by and between:

**M/s B-Hive Health and Wellness Private Limited**, a company duly incorporated under the Companies Act, 2013, having its Corporate Office at 507, Central Square, Near K B Royal Phoenix, Chandkheda, Ahmedabad – 382424, Gujarat, India, registered with the Registrar of Companies, Central Registration Centre on 23rd June 2024, bearing Corporate Identification Number (CIN) U47990GJ2024PTC152753, engaged inter alia in self-manufacturing, contract manufacturing, distribution and sale of a wide range of physical consumer goods and technology-driven wellness solutions through the Direct Selling model, (hereinafter referred to as “**B-Hive**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns),

#### **AND**

An individual or business entity, being a duly appointed **B-Hive Brand Partner (BBP)** of B-Hive, who is an Indian citizen aged 18 years or above, possessing valid KYC compliance documents including Permanent Account Number (PAN) and Aadhaar Card, and whose association with B-Hive commences upon acceptance and approval of a duly filled online BBP application form along with the required KYC documentation by B-Hive, (hereinafter referred to as the “**BBP**” or the “**Distributor**”, which expression shall, unless repugnant to the context or meaning thereof, include his/her/their heirs, legal representatives, administrators, successors and permitted assigns).

#### **WHEREAS**

1. B-Hive is engaged in the lawful business of direct selling, distribution, marketing and sale of consumer goods and services, including but not limited to health and wellness products and technology-driven wellness solutions, through a network of Brand Partners in compliance with applicable laws and regulations;
2. The BBP, being eligible under the provisions of the Consumer Protection (Direct Selling) Rules, 2021, and having completed the requisite KYC formalities, has voluntarily applied to become an independent distributor of B-Hive products and services for purposes of personal/family consumption, marketing and promotion, and distribution in accordance with the terms and conditions herein contained;
3. Both parties are desirous of recording the terms and conditions governing their mutual rights, duties and obligations in writing, together with the *Code of Ethics* and *Code of Conduct* prescribed by B-Hive, which form an integral part of this Agreement.

For the purpose of clearly defining and comprehensively understanding the respective roles, duties, and obligations of both B-Hive and the B-Hive Brand Partner (BBP), the present Agreement is organized into distinct sections as set forth hereinbelow:

Section 01	:	Introduction
Section 02	:	Definitions
Section 03	:	Signing up Process to be a BBP
Section 04	:	Responsibility of a BBP
Section 05	:	Role & Responsibilities of a Sponsor
Section 06	:	Fulfillment of the Line of Sponsorship
Section 07	:	About B-Hive Consumer Products
Section 08	:	About B-Hive Compensation / Business Plan
Section 09	:	Terms & Conditions for Sales of B-Hive Products & Services
Section 10	:	Tax Compliance: The GST & TDS
Section 11	:	B-Hive Education: The Entrepreneurship Training & Support System
Section 12	:	Use of B-Hive Logo, Trademarks and Copyright Material
Section 13	:	Rules and Regulations for Social Media Usage
Section 14	:	Suspension and Termination of a BBP
Section 15	:	Enforcement of the B-Hive Code of Ethics & Code of Conduct

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## Section 1: Introduction

This “**E-Contract Agreement of B-Hive, together with the Code of Ethics and the Code of Conduct**” (hereinafter referred to as the “**Agreement**”) establishes the principles, policies, and procedures to be adhered to by every **B-Hive Brand Partner (BBP)** during the course of his/her active association, representation, and maintenance of distributorship with **B-Hive Health & Wellness Private Limited** (“**B-Hive**”). It further defines the rights, duties, and responsibilities of each BBP within the contractual framework.

B-Hive and its BBPs are bound by a **mutual contractual relationship**. The terms and conditions governing this relationship are set forth in various official documents, including but not limited to:

- The VIP Customer / B-Hive Brand Partner Online Application Form;
- The B-Hive Compensation / Business Plan Presentation (PPT); and
- “B-Hive News” published in the BBP Back Office, updated periodically by B-Hive.

The aforementioned documents, collectively referred to hereinafter as the “**Official Documents**,” form an integral part of this Agreement. The terms and conditions stipulated therein are primarily intended to safeguard and preserve the benefits available to BBPs under the B-Hive Compensation / Business Plan.

B-Hive reserves the right to amend, modify, or update the contents of the Official Documents from time to time. Prior to implementing any such amendments—except in cases where such changes are necessitated by applicable laws, governmental regulations, or judicial/administrative orders—B-Hive

may, at its discretion, consult the members of the **B-Hive Steering Committee**. Such consultation may be undertaken through individual interaction, group discussions, video conferences, deliberations, evaluations, and collective recommendations.

Notwithstanding the above, the **final authority to make, approve, or enforce any decision or amendment shall solely rest with the Management of B-Hive**. Upon finalization, all such amendments shall be duly communicated to the BBPs through official channels of communication, including but not limited to publication on the official websites: [www.mybhwpl.com](http://www.mybhwpl.com) / [www.bhiveindia.com](http://www.bhiveindia.com)

**1.** Every B-Hive Brand Partner (BBP) shall, of his/her own free will and without coercion, undertake and agree to conduct all business activities with B-Hive in strict adherence to the following Code of Ethics.

**1.1** I hereby undertake that I shall, at all times, conduct myself in a manner that upholds the highest standards of discipline, professionalism, teamwork, integrity, truthfulness, and transparency. I acknowledge and accept that my conduct, as a B-Hive Brand Partner (“BBP”), carries implications and consequences extending beyond my individual business activities, and therefore warrants the utmost responsibility and accountability. As a basic guideline during my business association as a BBP with B-Hive, I will endeavor to always treat others, as I would have them treat me.

**1.2** I hereby undertake to adhere to and comply with this Code of Ethics and the Code of Conduct, both in letter and in spirit, at all times.

**1.3** The BBP hereby undertakes to accept and duly discharge all responsibilities and obligations as may be formally prescribed, communicated, or amended by the Company through B-Hive News or any other official publication of the Company, from time to time.

**1.4** The undersigned undertakes to present B-Hive products, services, and its Compensation / Business Plan to all prospective B-Hive Brand Partners (BBPs) in a fair, truthful, and honest manner. The undersigned further affirms that only information, claims, and representations contained in and expressly approved through official B-Hive publications and authorized business tools shall be used for such presentations.

**1.5** I shall extend courtesy and ensure prompt action in addressing and resolving any claims pertaining to support, exchange, and/or return of B-Hive products and services, if applicable, strictly in accordance with the provisions of the Code of Conduct.

**1.6** In connection with my sales, promotional, or marketing activities relating to B-Hive products and services, and for the purpose of safeguarding and maintaining the integrity of the B-Hive Compensation/Business Plan, I shall exclusively utilize such official publications, promotional materials, and business tools as are issued, produced, or expressly authorized by B-Hive.

## Section 2: Definitions

**2.1** Unless the context otherwise requires, the terms defined in this Section shall have the meanings ascribed to them herein, and such definitions shall apply uniformly throughout this Agreement:

**2.1.1** “B-Hive” shall mean M/s B-HIVE HEALTH AND WELLNESS PRIVATE LIMITED, a duly incorporated private limited company registered under the Companies Act, 2013, with the Registrar of Companies, Central Registration Centre, on 23rd June 2024, having Corporate Identification Number (CIN) U47990GJ2024PTC152753, and engaged in self-manufacturing, contract manufacturing, and distribution of a wide range of physical consumer goods and services across multiple categories, including technology-driven wellness solutions, through the Direct Selling model.

**2.1.2** “B-Hive Products” shall mean all physical consumer goods, services, health and wellness solutions, associated literature, and all auxiliary or support materials made available by B-Hive to its Brand Partners (BBPs).

**2.1.3** “B-Hive Business” shall mean the aggregate of rights, duties, obligations, and privileges of a BBP, including eligibility for monetary benefits, to enable the conduct of business with B-Hive in accordance with this Agreement.

**2.1.4** “B-Hive Compensation / Business Plan” shall mean the official sales, marketing, and business plan adopted by B-Hive, detailing the procedures relating to online sign-up, sponsoring, product purchases, sales incentives, bonuses, and related policies and procedures governing the presentation of B-Hive Products and Services and the management of B-Hive Business, as amended by B-Hive from time to time.

**2.1.5** “B-Hive Tools” shall mean all business promotional, training, and educational materials—whether in digital, electronic, printed, recorded, verbal, or circulated form—developed, designed, or distributed by B-Hive, including intellectual property relating thereto, for the purposes of orientation, training, education of BBPs, and attracting VIP Customers to become BBPs.

**2.1.6** “Cross Group Selling” shall mean the sale of B-Hive Products and/or Services by a BBP to another BBP belonging to a Line of Sponsorship (LOS) different from that of the selling BBP.

**2.1.7** ‘B-Hive Brand Partner’ or an ‘BBP’ shall mean any individual, being an Indian citizen of 18 years of age or above and duly KYC compliant, or a legally constituted business entity in India, who has purchased B-Hive Products and/or Services initially as a VIP Customer, and thereafter, upon successful submission of an online BBP application together with requisite KYC compliance, has been approved by B-Hive as a BBP. For the purposes of this Agreement, the term shall include a “Sponsor,” except where the context requires otherwise. BBPs operate as independent distributors and shall not be deemed employees, franchisees, agents, or representatives of B-Hive.

**2.1.8** “Sign Up Form” shall mean the online registration form available on the official B-Hive websites ([www.mybhwpl.com](http://www.mybhwpl.com) and [www.bhiveindia.com](http://www.bhiveindia.com)) through which a prospective VIP Customer submits personal details, and may further apply to become a BBP by submitting a separate online application, including KYC compliance, which incorporates this Agreement in digital form.

**2.1.9** “Line of Sponsorship (LOS)” shall mean the hierarchical chain of sponsorship of a BBP, commencing from the Sponsor, extending upwards through successive Sponsors, and terminating at

B-Hive, in an ascending order.

**2.1.10** “Market” shall mean the territory of the Republic of India, and any additional territories as may be notified by B-Hive from time to time in accordance with its business expansion.

**2.1.11** “E-Contract Agreement” shall mean this binding contractual document comprising the Code of Ethics, Code of Conduct for B-Hive Brand Partners, and the Policies & Procedures of B-Hive, including such amendments or modifications as may be made by B-Hive from time to time.

**2.1.12** “Sponsor” shall mean an active BBP who introduces to B-Hive an eligible applicant for authorization as a VIP Customer, who may subsequently become a BBP upon acceptance of his/her application by B-Hive. The term shall also include the corresponding meaning of personally sponsored distributors.

**2.1.13** All terms and expressions defined or explained in the *B-Hive Compensation / Business Plan* shall carry the same meaning herein, unless the context requires otherwise.

**2.2.** Unless expressly provided otherwise, words importing the singular shall include the plural and vice versa; words importing the masculine shall include the feminine; and words importing persons shall include individuals, corporations, partnerships, and other legal entities.

**2.3.** The B-Hive Compensation / Business Plan, together with its provisions relating to incentives and bonuses, shall form an integral part of this Agreement.

## **Section 3: Signing up as a B-Hive Brand Partner (BBP)**

**3.1 Online Registration (Online Sign up):** Any applicant fulfilling the eligibility criteria prescribed under this Agreement and voluntarily willing to become a Brand Partner (“BBP”) of **B-Hive Health & Wellness Private Limited** (“B-Hive”), shall be required to first register online as a **VIP Customer** by submitting complete and accurate personal details on the official website of B-Hive.

A VIP Customer may, at their sole discretion, purchase any products and/or services of B-Hive.

Upon satisfaction with the quality and benefits of such products or services, the VIP Customer may submit an online application to become a BBP, along with valid **KYC documents** and acceptance of this Agreement.

Distributorship may be undertaken either in an individual capacity or as a legally recognized business entity, including but not limited to a sole proprietorship, partnership firm, limited liability partnership (LLP), private limited company, public limited company, trust, or non-governmental organization (NGO).

The online application shall be deemed complete only upon submission of the duly filled BBP application form accompanied by KYC documents establishing proof of identity and address, including PAN, Aadhaar, and Bank Account details. These documents must be uploaded to the official BBP Back Office portal at [www.mybhwpl.com](http://www.mybhwpl.com) / [www.bhiveindia.com](http://www.bhiveindia.com). Upon successful submission, the details shall be reflected in the applicant’s BBP Dashboard and BBP ID Card.

**3.2 Equal Opportunity:** B-Hive provides equal opportunity to all Indian citizens aged 18 years or above to become a BBP, irrespective of gender, religion, caste, creed, region, educational qualification, or political affiliation. B-Hive is an apolitical and areligious business platform committed to upholding the constitutional ethos and sovereignty of India.

**3.3 Requirements:** Without prejudice to B-Hive's absolute rights, the following requirements shall apply to all BBP applicants:

**3.3.1** The applicant must be a citizen of India and at least 18 years of age;

**3.3.2** The applicant must be of sound physical and mental health and capable of managing the business independently;

**3.3.3** The applicant must not have been suspended or debarred from any profession, trade, or business by a recognized professional body, association, or institution;

**3.3.4** The applicant must not be imprisoned or confined to any correctional or penal institution.

**3.4 Acceptance or Rejection of Application:** B-Hive reserves the sole and absolute right to accept or reject any application for BBP registration, without assigning any reason whatsoever.

**3.5 Cooling-off Period:** Every BBP shall have the right to terminate this Agreement within 30 days of joining without penalty and return unsold goods for a refund in accordance with Rule 5(6) of the Consumer Protection (Direct Selling) Rules, 2021.

**3.6 Date of Authorization:** An application shall be deemed accepted only upon:

- (a) successful entry of the applicant's details into B-Hive's official electronic records,
- (b) completion and verification of KYC compliance, and
- (c) issuance of formal approval by B-Hive.

Only upon receipt of such confirmation shall the applicant be authorized to represent B-Hive as a BBP.

**3.7 Prohibited Sponsoring Practices:** B-Hive strictly prohibits the following practices and reserves the right to monitor compliance:

**3.7.1** No applicant shall be required to pay any registration or joining fee to become a VIP Customer or BBP. Registration is free of charge. A sponsoring BBP may only request a prospect to complete and sign a physical application form, the details of which must thereafter be submitted online through the official website, subject to KYC compliance and B-Hive's approval.

**3.7.2** No applicant shall be required to purchase any mandatory product package, minimum stock, or fixed quantity of products as a condition precedent to BBP registration. A BBP may purchase products or services of B-Hive solely at their discretion.

**3.8 Resignation or Termination:**

**3.8.1** A BBP may resign from their distributorship at any time by submitting a written notice to B-Hive, either by physical letter or through the registered email ID maintained in B-Hive's records.

**3.8.2** B-Hive may terminate the distributorship of a BBP in the event of any breach of the terms of

this Agreement. Prior to termination, B-Hive shall issue a written notice to the concerned BBP specifying the nature of the breach and granting a period of **15 (fifteen) working days** to provide a satisfactory explanation or rectification.

**3.8.3** Upon termination, whether voluntary or enforced, all distributorship rights of the BBP under this Agreement shall cease immediately, including but not limited to:

- the right to represent B-Hive;
- the right to sell or promote B-Hive's products and services;
- the right to access the BBP Back Office; and
- the right to receive any commissions, bonuses, incentives, or other benefits arising from their distributorship or team activities.

Termination shall render this Agreement null and void with respect to the concerned BBP.

### **3.9 Additional Obligations:**

- BBPs must carry/display the company-issued identity card and visit consumers only with prior appointment/approval.
- BBPs shall use only company-approved literature; no BBP may compel a prospect to purchase literature or demonstration equipment.
- BBPs shall take appropriate steps to protect sensitive personal data obtained from consumers in the course of business.

## **Section 4: Responsibilities of B-Hive Brand Partners (BBPs)**

**4.1 Compliance with Rules and Amendments:** Every BBP shall strictly adhere to the guidelines, systems, procedures, and policies stipulated under the *B-Hive Contract Agreement*, including but not limited to the *B-Hive Compensation Plan*. Any amendments or modifications thereto, as issued by B-Hive from time to time, shall be binding on all BBPs, provided such amendments or modifications are duly published on the official websites of B-Hive ([www.mybhwpl.com](http://www.mybhwpl.com) / [www.bhiveindia.com](http://www.bhiveindia.com)) or communicated through any other official means, prior to coming into effect.

**4.2 Cross-Group Selling:** For eligibility under the B-Hive Compensation / Business Plan, a BBP is required to purchase all B-Hive products, services, and tools exclusively from B-Hive or through his/her sponsor within his/her Line of Sponsorship (LOS). BBPs are strictly prohibited from procuring B-Hive products, services, or tools from any BBP outside their LOS.

**4.3 Restriction on Retail Store Sales:** As B-Hive maintains a strict policy prohibiting BBPs from displaying, promoting, or selling B-Hive products or services, including promotional tools, through any existing multi-brand fixed retail store.

- (a) BBPs shall not permit B-Hive products or services to be retailed, promoted, or displayed in:

- Multi-brand fixed retail outlets, schools, fairs, trade exhibitions, conferences, seminars, or stalls;
- Any location where B-Hive products or services may appear or be displayed without prior written approval of B-Hive management.
- (b) B-Hive exclusively appoints area-wise logistic partners (“B-Hive Stores”) solely for the purpose of ensuring instant delivery and service efficiency. These shall not be classified as retail stores.
- (c) BBPs employed in or owning retail stores must operate their B-Hive business separately and independently from such retail establishments.
- (d) With prior written consent of B-Hive, display of B-Hive products or promotional literature may be permitted in non-traditional establishments such as offices, salons, or service centers, provided such display does not constitute a fixed multi-brand retail environment.
- (e) **Exception to Rule 4.3:** The prohibition under Rule 4.3 shall not apply to the following establishments, subject to B-Hive’s prior written approval:
  - Clinics of registered medical practitioners, wellness centers, alternative therapy centers, diagnostic and preventive healthcare facilities;
  - Fitness clubs, gyms, spas, yoga centers, and health clubs.

Conditions for permissible display in such establishments include:

- (a) The primary focus remains provision of health/wellness services, with retailing of B-Hive products being incidental or complementary.
- (b) The BBP is the majority owner/operator, or alternatively, has obtained written authorization from the majority owner/operator.
- (c) Product display remains confined within the premises and is not visible to the general public outside.

**4.4 Truthful Representations:** BBPs shall at all times provide accurate, complete, and truthful representations regarding B-Hive products and services.

BBPs shall not:

- (a) Make false, misleading, exaggerated, or unsubstantiated claims regarding health benefits, quality, price, or performance of B-Hive products or services;
- (b) Misrepresent or falsely attribute features, endorsements, or approvals to B-Hive products;
- (c) Promote or sell non-B-Hive products as though they were B-Hive products;
- (d) Sell B-Hive products below the purchase price in a manner causing unfair competition or harm to other BBPs.

**4.5 Prohibition on Repackaging:** No BBP shall repackage, relabel, alter, or modify the packaging or labeling of any B-Hive product.

**4.6 Written Sales Receipt:** At the time of sale, BBPs must provide the customer with a written, dated, and GST-compliant invoice clearly mentioning:

- ❖ Description of product(s) sold,
- ❖ Price charged,
- ❖ Name, User ID, address, and contact details of the BBP,
- ❖ B-Hive's refund policy, and
- ❖ B-Hive's grievance redressal mechanism.

#### **4.7 Customer Refunds and Complaints:**

- (a) BBPs shall immediately inform B-Hive of any customer complaints and provide all related correspondence or records.
- (b) BBPs are not authorized to make commitments, compromises, or settlements on behalf of B-Hive.
- (c) Refunds within 30 days must be handled strictly in accordance with B-Hive's refund policy, offering the customer: (a) refund, (b) replacement, or (c) credit exchange.
- (d) BBPs shall indemnify B-Hive against any claims, suits, or expenses arising from their failure to comply with this Rule.

#### **4.8 Compliance with Laws:** All BBPs shall strictly comply with:

- (a) The *Consumer Protection (Direct Selling) Rules, 2021*, and
- (b) All applicable central, state, and local laws, regulations, and codes in force.

Non-compliance jeopardizing B-Hive's reputation or that of the BBP shall attract strict disciplinary action.

**4.9 Prohibition of Deceptive or Unlawful Practices:** No BBP shall engage in deceptive, fraudulent, or unlawful trade or business practices as defined by any competent central, state, or local authority.

**4.10 Prohibition of Illegal Enterprises:** BBPs shall not operate, associate with, or participate in any illegal business activity. Discovery of such association shall result in denial of distributorship (if pre-authorization) or termination of distributorship (if post-authorization).

**4.11 Professional Conduct:** A BBPs shall conduct themselves courteously, avoiding coercive or high-pressure sales tactics. Specific obligations include:

- (a) He Seeking prior consent before approaching prospects,
- (b) Identifying themselves clearly as BBPs,
- (c) Carrying B-Hive-issued identity cards,
- (d) Providing proper sales invoices as per Rule 4.6, and
- (e) Respecting the customer's right to decline demonstrations or presentations.

#### **4.12 Independent Contractor Status:**

- (a) BBPs operate as independent contractors and not as employees of B-Hive.
- (b) BBPs shall not misrepresent themselves as employees, agents, or representatives of B-Hive beyond what is stated in official literature.
- (c) BBPs are solely responsible for their taxes, expenses, and compliance with applicable

laws.

- (d) BBPs shall indemnify B-Hive against any liability arising from their misrepresentation or breach of this Rule.

**4.13 No Franchises or Territories:** BBPs shall not represent that B-Hive offers exclusive franchises or territorial rights. Area-based B-Hive Super Stores or Mini Stores serve solely as logistic partners and do not constitute franchising.

**4.14 Prohibition on Non-B-Hive Selling Activities:** BBPs shall not use B-Hive's network, training programs, or business activities to promote or solicit sales of non-B-Hive products or services.

**4.15 No Enticement to Change Line of Sponsorship (LOS):** BBPs are prohibited from directly or indirectly inducing other BBPs to alter their LOS or resign and re-register under a new sponsor.

**4.16 Export Restriction:** BBPs may sell B-Hive products only within India. Export or facilitation of export without B-Hive's authorization is strictly prohibited.

**4.17 Sound Business Practices:** BBPs must operate their distributorship responsibly and declare any legal incapacity (e.g., minority age, disability). B-Hive reserves the right to reject or terminate distributorships obtained through misrepresentation.

**4.18 Prohibition on Manipulation of Compensation Plan:** No BBP shall manipulate Shopping Points (SPs) or otherwise engage in activities that artificially inflate eligibility for bonuses or recognition.

**4.19 Anti-Spam & Communication Policy:**

- (a) BBPs shall not send unsolicited messages (email, SMS, WhatsApp, etc.) to individuals with whom no prior personal or business relationship exists.
- (b) BBPs responding to job postings must disclose upfront that they are offering an independent business opportunity.
- (c) All communication materials with prospects must receive prior approval from B-Hive.

**4.20 Privacy and Confidentiality:** BBPs shall comply with B-Hive's Privacy and Confidentiality Policies regarding client, member, distributor, and business information.

## **Section 5: Role & Responsibilities of Sponsor**

**5.1 General Duties of a Sponsor:** A B-Hive Brand Partner ("BBP") who undertakes the role of a Sponsor shall be required to:

- (a) Provide each prospective BBP with an unaltered and duly approved sign-up/application form.
- (b) Strictly comply with the provisions of this E-Contract Agreement, including the Code of Ethics and Code of Conduct, in letter and spirit.
- (c) Train, guide, motivate, inspire, and mentor all BBPs directly sponsored by him.
- (d) Encourage all personally sponsored BBPs to attend B-Hive training programs, seminars,

- and official events.
- (e) Advise all sponsored BBPs to adhere to the official B-Hive system of operations.
- (f) Provide timely and accurate information regarding offers, promotions, and business-related activities.

**5.2. Good Standing and Role Model Obligations:**

- (a) A Sponsor shall maintain good standing as a qualified BBP and act as a role model for his team members by fulfilling legitimate responsibilities in accordance with this Agreement.
- (b) A Sponsor shall not, directly or indirectly, engage in any wrongful activity, including but not limited to making false or malicious complaints, which may adversely affect the B-Hive business of any other BBP.
- (c) In the event that a Sponsor ceases to remain a qualified BBP, the rights over the BBPs personally sponsored by him shall automatically be transferred to the next qualified distributor in the respective Line of Sponsorship.

**5.3. Training Responsibilities:**

- (a) A Sponsor shall independently and reasonably provide adequate training, education, motivation, and inspiration to the BBPs personally sponsored by him, with minimal reliance on his own sponsor.
- (b) Where a Sponsor is unable to adequately train his personally sponsored BBPs, he shall ensure appropriate arrangements are made with his own sponsor for such training. In such cases, expenses may be mutually agreed to be shared out of the Sponsor's sales commissions.

**5.4. Independent Relationship:** A Sponsor shall not, under any circumstances, represent or imply that there exists an employer–employee or principal–agent relationship between himself and the BBPs whom he sponsors.

**5.5. Participation in the B-Hive Education System:** A Sponsor shall exert his best efforts to ensure that all personally sponsored BBPs actively participate in B-Hive's official education system, including meetings, seminars, training sessions, and events.

**5.6. Compliance with Rules and Standards:** A Sponsor shall use his best efforts to ensure that his personally sponsored BBPs strictly comply with the standards set forth under this Agreement, applicable laws, and all official B-Hive policies and publications.

**5.7. Duty to Provide Genuine Advice:** A Sponsor shall provide accurate and genuine advice to his personally sponsored BBPs regarding business development, promotional activities, and related matters, ensuring that all such activities are carried out strictly in accordance with B-Hive-approved procedures and rules.

### 5.8. Prohibited Registration Practices:

- (a) No prospective BBP, as a condition of becoming a new BBP, shall be required to purchase computer hardware, software, internet services, or a personal website.
- (b) No existing BBP, as a condition of receiving support or assistance from his Sponsor, shall be required to purchase such products or services.

## Section 6: Fulfillment of Line of Sponsorship

**6.1. Protection of the Line of Sponsorship:** The sale, transfer, assignment, merger, separation, or division of any distributorship interest shall constitute an assignment or amendment of the Distributorship Agreement and therefore requires the prior written approval of *B-Hive Health & Wellness Pvt. Ltd.* (“the Company”). Any direct or indirect transfer of B-Hive Brand Partners (“BBPs”) from one sponsor or line of sponsorship to another is strictly prohibited.

**6.2. Change of Sponsor:** Once a B-Hive Brand Partner (BBP) is registered under a mentor (sponsor), the default rule is that the mentorship remains fixed. However, under specific circumstances where the current mentor is inactive, unresponsive, or fails to provide adequate support, the Company may allow a one-time mentor change request, subject to the following conditions:

- The mentor change is permitted **only within the same team hierarchy**. Cross-team mentorship changes are **not allowed** under any circumstances.
- Only the **mentor (sponsor)** can be changed; **placement and genealogy/team structure will remain unchanged**.
- The BBP must submit a formal **Mentor Change Request Form**, along with a **No Objection Certificate (NOC)** signed by the proposed new mentor.
- The form must clearly state the reasons for requesting the change and include details of the current and new mentor.
- The request must be submitted to the Company either physically or via email to **support@mybhwpl.com**.
- This facility can be availed **only once in the lifetime** of the B-Hive Brand Partner’s ID.

The Company shall review and verify the authenticity of the request, including the activity status of the current mentor and the team hierarchy of the proposed mentor. B-Hive Health & Wellness Pvt. Ltd. **reserves the sole and absolute right** to accept or reject any mentor change request **without providing any explanation**, and the Company’s decision shall be **final and binding**.

Any misuse of this policy may lead to disciplinary action, including possible termination of the B-Hive ID.

**6.3 Single Distributorship Rule:** There can be only one distributorship per one PAN (Permanent Account Number). Providing fake / bogus PAN amounts to violating of the Code of Ethics and the Code of Conduct which attracts nothing but termination of distributorship without any notice.

**6.4 Divorce, separation or other dissolution:** In the event of divorce, separation, or dissolution of a partnership, corporation, or similar entity, the division of business interests shall be conducted in a manner that does not adversely affect the income, stability, or integrity of the Line of Sponsorship. During such proceedings, neither party shall operate, administer, or otherwise control any other BBP account independently or jointly without the prior written approval of the Company.

**6.5 Disposition of a distributorship:** In the event that a BBP:

- voluntarily terminates or cancels their distributorship; or
- dies intestate without heirs who are ready, willing, and capable of assuming the distributorship and carrying forward the obligations of the B-Hive business,

the Company shall, at its sole discretion, determine the disposition and future handling of such distributorship, in accordance with this Agreement and all other applicable policies.

## Section 7: B-Hive Products & Services

**7.1 Corporate Positioning:** B-Hive positions itself as a community of informed and discerning consumers who may, at their sole discretion and without any obligation, elect to participate as part of the Company's independent sales force. Such participation is subject to the submission of an online application, completion of the requisite Know Your Customer (KYC) formalities, and acceptance as a *B-Hive Brand Partner (BBP)*. Upon such enrolment, a BBP may engage in the distribution and promotion of B-Hive's products and health & wellness solutions within their personal and professional network.

B-Hive reserves the right, at its sole discretion, to review, amend, and redefine its corporate positioning from time to time, based on market dynamics, consumer behavior, and the evolving range of its products and services. Any such modification shall be duly communicated to BBPs and stakeholders through official channels, including but not limited to *B-Hive News*, authorized communication platforms, and training programs.

**7.2 Ownership of Products and Services:** At present, B-Hive offers a diversified portfolio of consumer products and services across categories including, but not limited to, *Health & Wellness, Personal Care, Home Care, Kitchen Care, Alkaline Water, and Lifestyle Products*. All trademarks, brand names, product identities, and related intellectual property rights associated with such products and services are the exclusive property of B-Hive. No BBP, distributor, or any other entity affiliated with B-Hive shall, under any circumstances, claim, dilute, misappropriate, or otherwise infringe upon such proprietary rights.

**7.3 Product Claims & Disclosures:** All claims must be accurate, substantiated and consistent with authorised company claims. No misleading descriptions shall be used. All marketing and advertisements must reflect actual characteristics, access and usage conditions of the products. Product labelling and advertisements shall comply with the Legal Metrology Act and applicable FSSAI/AYUSH regulations.

**7.4 Nature of Health & Wellness Products:** B-Hive markets and distributes a range of tangible health and wellness products formulated to support nutritional balance, promote specific health benefits, and contribute to overall well-being. It is expressly clarified that these products comprise food supplements, herbal formulations, and/or Ayurveda-based preparations, and do not constitute prescriptive medicines. Accordingly:

- (a) No BBP shall represent or mischaracterize any B-Hive product as a prescriptive or curative medicine.
- (b) No BBP shall make unsubstantiated or unauthorized claims regarding the ability of any B-Hive product to prevent, treat, or cure medical conditions.
- (c) All BBPs are required to adhere strictly to the Company's Code of Conduct, applicable laws, and regulatory guidelines while promoting or marketing B-Hive products.

## **Section 8: B-Hive Compensation / Business Plan**

### **8.1. Prohibition of Misrepresentation as Employment:**

**8.1.1** A B-Hive Brand Partner ("BBP") shall not, either directly or indirectly, represent, imply, or induce any prospect to believe that participation in the B-Hive Business Opportunity constitutes an employment or job opportunity.

**8.1.2** No BBP shall disguise or misrepresent invitations to attend a B-Hive Business Opportunity Program (BOP), Introduction to B-Hive Opportunity (IBO), or any other company-organized event, including but not limited to:

- (a) Presenting it as an employment interview or job offer;
- (b) Implying it is a social event, get-together, celebration, or diagnostic camp;
- (c) Misrepresenting it as a financial literacy or tax-saving seminar;
- (d) Indicating that the event or business is related to any other company, organization, or business entity apart from B-Hive;
- (e) Denying, if asked, that the presentation pertains to the B-Hive Opportunity; or
- (f) Implying that the event is anything other than a business-related meeting organized under B-Hive.

**8.2: First Contact with Prospect:** At the first point of contact with any prospective customer or distributor, every BBP shall:

**8.2.1** Identify himself/herself by full legal name.

**8.2.2** Clearly disclose his/her status as an independent BBP of B-Hive, including contact details.

**8.2.3** State the purpose of the interaction, which shall be limited to the promotion and sale of B-Hive products and/or introduction of the B-Hive Business Opportunity.

**8.3 Sponsoring and Presentation Guidelines:** The B-Hive Compensation / Business Plan shall not be:

- ❖ Presented as a "get-rich-quick" scheme;
- ❖ Misrepresented as requiring no retailing of products;
- ❖ Described as dependent solely on personal consumption of B-Hive products by BBPs.

When presenting the B-Hive Business Opportunity, every BBP must adhere to the following:

**8.3.1** Disclose average earnings and sales figures as officially published by B-Hive from time to time.

**8.3.2** Use only B-Hive-approved literature, presentations, or promotional materials.

**8.3.3** Share personal earnings or commission experiences only if such disclosure is accompanied by official average earning disclosures issued by B-Hive.

**8.3.4** Lifestyle examples (training programs, awards, recognition events, foreign tours, vehicles, homes, charitable contributions, etc.) may only be shared if such benefits were actually achieved through building a successful B-Hive distributorship.

**8.3.5** BBPs shall not promote front-loading practices or indicate that success can be achieved solely through distributor purchases.

**8.3.6** No BBP shall state that there is no requirement for retailing or marketing products.

**8.3.7** Tax benefits, if any, shall not be projected as the primary reason for joining B-Hive.

**8.3.8** Success shall not be represented as effortless, guaranteed, or quickly achievable.

**8.3.9** No BBP shall solicit or present the B-Hive Business Plan through unauthorized broadcast methods (e.g., mass emails, WhatsApp blasts, radio, TV, or national advertising). BBPs may use personal websites or digital media, provided such content is approved by B-Hive and complies with this Agreement and the Code of Conduct.

**8.4 Exclusive Territories:** No BBP shall claim or represent that exclusive territorial rights exist within the B-Hive Business.

**8.5 No Mandatory Product Purchase:** BBPs shall not represent or imply that participation in B-Hive requires the purchase of fixed product packages or a fixed number of products/services. Benefits shall not be represented as arising solely from recruitment or personal consumption.

#### **8.6 Bonus and Earnings Policy:**

**8.6.1 Bonus Eligibility:** A BBP may receive bonuses and incentives under the prevailing B-Hive Compensation / Business Plan only if he/she is active, in good standing, and in full compliance with this Agreement.

**8.6.2 No Compensation for Recruitment:** No remuneration, bonus, or commission shall be paid for recruitment/enrolment of new BBPs or for purchases made by BBPs themselves. All earnings must be based solely on the sale of products/services to consumers.

**8.6.3 No Income Guarantee:** B-Hive does not guarantee any fixed or minimum income. Earnings and success are solely dependent on the retail sale of B-Hive products and services, and the creation of a sustainable sales network, in compliance with the B-Hive Business Plan.

#### **8.7 Commission Cycles:**

**8.7.1** B-Hive shall calculate commissions on a weekly and monthly basis, with pay cycles closing on the 7th, 14th, 21st, and last day of each calendar month.

**8.7.2** Commissions shall be electronically transferred within five (5) working days of cycle closure, subject to strict KYC compliance and applicable statutory deductions (including TDS, GST, and

administrative charges).

**8.7.3** Payments to business entities shall be made only to their registered bank account as per records with B-Hive.

**8.7.4** B-Hive reserves the right to withhold or suspend payments in the event of breach of contract or policy violations by the BBP.

**8.8 Prohibition of Bonus Buying and Rank Purchasing:** Bonus buying and/or purchasing products solely for qualification or rank advancement is strictly prohibited. This includes but is not limited to:

**8.8.1** Enrolling individuals/entities without their consent.

**8.8.2** Fraudulent or fictitious enrollments.

**8.8.3** Enrolling non-existent persons/entities.

**8.8.4** Purchasing products on behalf of another BBP or customer without authorization.

**8.8.5** Excessive purchasing beyond reasonable personal use or resale capacity.

**8.8.6** Any artificial mechanism designed solely to qualify for bonuses, ranks, prizes, or incentives.

**8.8.7** B-Hive reserves the right to restrict purchases or revoke ranks achieved in violation of this clause.

## **8.9 Adjustments and Error Reporting**

**8.9.1** In the event of product returns, the associated bonus shall be deducted from subsequent commission cycles until full recovery.

**8.9.2** Errors or discrepancies in commission calculations, rank qualifications, or incentive allocations must be reported in writing within seven (7) days of occurrence. B-Hive shall not be held liable for any claims made beyond this reporting period.

# **Section 9: Terms & Conditions for Sale of B-Hive Products & Services**

The supply of products and services by **B-Hive Health & Wellness Private Limited** ("B-Hive") under a valid GST invoice shall be governed by the following Terms and Conditions:

**9.1 Product Information:** The particulars regarding quantity, quality, batch number, manufacturing date, expiry date, Maximum Retail Price (MRP), and other statutory declarations as printed on the product packaging shall be deemed correct and final.

**9.2 Transfer of Title:** B-Hive's ownership and legal title of products shall cease immediately upon delivery of products to the Buyer in person or upon handing over the products to the designated shipping carrier, as applicable.

**9.3 Verification at Delivery:** The Buyer is required to verify the quantity and quality of the products at the time of delivery. Any claim for shortage, damage, or quality discrepancy must be recorded in writing on the delivery challan/receipt and notified to B-Hive within **48 (forty-eight)**

**hours** of receipt. No claims shall be entertained thereafter.

**9.4 Price & Taxes:** All prices are inclusive of applicable GST as on the date of invoice. Any subsequent levy, increase, or change in applicable taxes, freight, or statutory charges shall be borne and reimbursed by the Buyer to B-Hive.

**9.5 Refund of Statutory Levies:** Refunds of GST or statutory levies already collected shall be permitted only in respect of returned goods, subject to compliance with the **B-Hive Return & Refund Policy** as periodically amended.

**9.6 Failure to Take Delivery:** In the event the Buyer fails to take delivery, the Buyer shall be solely liable for all storage charges, demurrage, and incidental costs. Such failure shall constitute a breach of contract, without prejudice to B-Hive's rights to claim damages or exercise other remedies available under law.

**9.7 Force Majeure:** B-Hive shall not be liable for delay, non-delivery, or loss of products in transit arising out of circumstances beyond its reasonable control, including but not limited to natural calamities, strikes, transport disruptions, or any force majeure events.

**9.8 Separate Contracts:** Each invoice shall constitute a separate contract of sale, independent of previous or subsequent transactions.

**9.9 Bank Charges & Payments:** All bank charges, including collection or transfer charges, shall be borne by the Buyer. B-Hive shall not be responsible for loss, theft, or delay of demand drafts, cheques, or payment instruments in transit.

**9.10 Notices:** Any notice to be served by B-Hive on the Buyer shall be deemed validly served if dispatched to the Buyer's address mentioned on the invoice by ordinary prepaid post, courier, or registered email.

**9.11 Jurisdiction:** All disputes and transactions shall be subject exclusively to the jurisdiction of competent Courts at **Ahmedabad, Gujarat, India**

**9.12 Ordering Responsibility of Brand Partners:** B-Hive Brand Partners (BBPs) placing orders on behalf of other BBPs shall be solely responsible for such orders. BBPs are advised to act prudently and safeguard their business interests while placing collective or proxy orders.

**9.13 Independent Ordering & Payment Policy:** Team Leaders and Senior Rank Achievers must encourage team members to place online orders independently. No BBP shall use another person's credit card, debit card, or payment instrument without prior written authorization from the actual holder. B-Hive shall not be liable for any misuse of financial instruments by any distributor or third party.

## **9.14: Product Return & Refund Policies:**

### **9.14.1 Customer Product Refund Policy:**

- B-Hive guarantees the quality and efficacy of its products.
- A retail customer not satisfied with a product may return it within **30 (thirty) days** from the date of invoice for a full refund.
- Refund shall be processed only for products returned in marketable condition, accompanied by the original tax invoice.
- Products that are intentionally damaged, misused, partially used, or not in saleable condition shall not qualify for refund.
- BBPs are obligated to honor and facilitate customer refund requests strictly in accordance with this policy.

### **9.14.2 B-Hive Brand Partner (BBP)/ Distributor Return Policy:** BBPs may return products within **30 (thirty) days** of purchase, subject to the following terms:

- Products must be returned to the place of purchase, i.e., B-Hive warehouse (for online orders) or the respective B-Hive Store (for local pick-up).
- The return period shall be calculated from the invoice date to the date of receipt at the warehouse/store.
- Products will be classified as *marketable* or *unmarketable* based on assessment by B-Hive's Returns Executives.
- Shopping Points (SP) corresponding to returned products shall be deducted from the returning BBP's account and from the associated Line of Sponsorship.
- Partially used products, opened packs, promotional items, literature, tools, or training materials are not eligible for return.
- Total return quantity shall not exceed the invoiced quantity.
- If a retail customer returns products directly to B-Hive, corresponding SP adjustments shall be made from the retailing BBP's account. Any excess payout received shall be recoverable from the concerned BBP.

### **9.14.3 Grievance Redressal & Compliance:** B-Hive shall appoint a Grievance Redressal Officer (GRO), whose name, designation, telephone number, and email ID shall be published on the official website and product information materials. The GRO shall acknowledge all consumer complaints within 48 working hours and resolve them within one month. In case of delay, written reasons and actions taken shall be communicated to the complainant.

B-Hive shall also appoint a Nodal Officer responsible for ensuring compliance with the Consumer Protection Act, 2019, the Consumer Protection (Direct Selling) Rules, 2021 (as amended), and lawful orders of authorities. Consumers may file complaints via post, email, telephone, or online portal. Upon written request of a consumer, B-Hive may provide contact details of the Direct Seller involved in the sale for dispute resolution.

## Section 10: Tax Compliance: GST & TDS

**10.1 Goods and Services Tax (GST):** B-Hive Health & Wellness Private Limited (“B-Hive”) charges and remits the applicable Goods and Services Tax (GST) on all products and services supplied, strictly in accordance with the GST Act, Rules and Notifications issued thereunder. The applicable rate of GST is determined as per the relevant HSN Code or SAC Code assigned to each product or service. A valid GST-compliant invoice is generated instantly upon purchase and made available in the Brand Partner’s (hereinafter referred to as “BBP”) Back Office. Registered individuals or business entities holding a valid GSTIN may avail Input Tax Credit (ITC) subject to compliance with prevailing tax laws.

**10.2 Pricing and GST Liability on Retail Sales:** B-Hive supplies its products and services to VIP Customers and BBPs at the Maximum Retail Price (MRP) and/or at the Distributor Price (discounted price). Where a BBP resells B-Hive products or services to end consumers for consideration, the responsibility to comply with GST requirements, including charging, collecting and remitting applicable GST, lies with the BBP in accordance with the prevailing GST provisions. A BBP is required to issue a retail invoice for all such sales, whether or not registered under GST, in accordance with the law.

**10.3 Requirement of GST Registration:** BBPs who (i) operate as a business entity, (ii) have prior business experience, or (iii) achieve retail sales volumes exceeding the prescribed threshold limits under GST law, must mandatorily obtain GST registration by applying to the appropriate Government tax authority. Failure to obtain GST registration, non-payment of GST, or any conduct in violation of applicable tax laws which adversely affects the reputation of B-Hive shall be treated as a material breach of this Agreement and may result in termination of the BBP’s distributorship.

**10.4 Payment Methods and Financial Discipline:** B-Hive conducts its operations with strict adherence to the financial regulations prescribed by the Central and State Governments. The Company does not engage in cash transactions. All payments to B-Hive must be made through approved non-cash modes including electronic fund transfers, authorized online payment gateways, point-of-sale (POS) terminals, or the Company’s designated digital wallet system. Similarly, all commissions, bonuses and incentives payable to BBPs are disbursed exclusively through banking channels such as NEFT/IMPS to ensure transparency and compliance.

**10.5 Deduction and Payment of TDS:** In compliance with the Income Tax Act, 1961 and applicable Rules, B-Hive deducts Tax Deducted at Source (TDS) on all commissions, bonuses, incentives and similar payouts made to BBPs, at the rates prescribed by law. Such TDS amounts are deposited with the Income Tax Department within statutory timelines. B-Hive issues TDS Certificates (Form 16A or equivalent) to eligible BBPs on a quarterly basis and/or at the close of the financial year, which shall be accessible via the BBP Back Office.

**10.6 Threshold Limits and Mandatory GST Compliance:** Where the aggregate of all commissions, bonuses, incentives and other earnings received by a BBP in a financial year exceeds the statutory threshold limits prescribed by the Central or State Government, such BBP shall be mandatorily required to obtain GST registration and discharge applicable GST liabilities without exception. Any attempt to evade taxes or deliberate non-compliance shall constitute a serious violation of this Agreement and shall invite strict legal and contractual action, including termination of distributorship and reporting to the concerned statutory authorities.

## Section 11: B-Hive Education

**11.1 Purpose and Scope:** B-Hive Health & Wellness Private Limited, with a commitment to promoting awareness and education among its consumer network, has established **B-Hive Education**, the dedicated training and support division of the Company. The objective of B-Hive Education is to provide structured knowledge and orientation to its Brand Partners (hereinafter referred to as *BBPs*) regarding:

- The Company's profile and values;
- Its products in the health and wellness industry;
- The importance of nutrition and wellness in contemporary lifestyles; and
- Development of entrepreneurial, business, and soft skills required for professional growth in direct selling.

**11.2 Training and Support System:** B-Hive Education functions as the official *Training & Support System* of the Company. It is responsible for organizing and conducting educational programs, workshops, and orientation sessions for BBPs. The training modules are designed to cover corporate profile, product knowledge, ethical direct selling practices, business skills, communication skills, and motivational sessions, in accordance with the principles of responsible direct selling.

**11.3 Programs and Events:** Currently, B-Hive Education conducts the following programs for existing BBPs, retail customers, and prospective BBPs:

- ❖ IBO (Introduction to B-Hive Opportunity)
- ❖ BOP (Business Opportunity Program)
- ❖ NDO (New Distributor Orientation)
- ❖ Leader's Meet
- ❖ Full Day Winners' Workshop
- ❖ Residential Training Program (1N/2D RTP)
- ❖ Leadership Development Program (2N/3D LDP)
- ❖ International Learning & Development Exposure Programs

**11.4 Program Structure and Communication:** Each training program has a specific purpose, format, venue, content, duration, frequency, target audience, and eligibility criteria. The details of such programs shall be notified in advance through the Company's official website and/or official

communication channels, including WhatsApp or email. This ensures transparency and enables participants to prepare and participate in a timely manner.

**11.5 Professional Conduct and Mandatory Participation:** Direct selling is a legitimate business model governed by applicable laws and guidelines. In order to ensure ethical and professional conduct, B-Hive requires every BBP to actively participate in its training and education initiatives. Such participation is essential to acquire adequate knowledge about:

- The Company’s vision, mission, and philosophy;
- Features and benefits of its products and services;
- The compensation plan, business model, and code of conduct; and
- Essential entrepreneurial and communication skills.

The Company strongly emphasizes that no BBP shall make product or business claims that are inconsistent with the information provided in official training programs or literature.

**11.6 Future Academic Initiatives:** In addition to the above programs, B-Hive Education, in due course, plans to introduce academic and professional certification courses in allied disciplines such as:

- Food & Nutrition,
- Dietetics & Wellness, and
- Nutrigenomics,

subject to compliance with applicable educational and regulatory requirements.

## **Section 12: Use of B-Hive Logo, Trademarks and Copyright Materials**

**12.1 General Principles:** The trade name “**B-Hive**”, including its trademarks, brand names, product names, service marks, corporate logotypes, label designs, and associated symbols (hereinafter collectively referred to as “**Intellectual Property**”), are the exclusive and valuable business assets of **B-Hive Health & Wellness Private Limited** (“the Company”). These assets represent the identity, goodwill, and reputation of the Company, and distinguish its products and services from those of competitors.

Unauthorized or improper use of the Company’s Intellectual Property diminishes its value, creates consumer confusion, and constitutes infringement under applicable laws including but not limited to the **Trademarks Act, 1999**, the **Copyright Act, 1957**, and provisions of the **Consumer Protection Act, 2019**. Accordingly, strict compliance with the following rules is mandatory for all **B-Hive Brand Partners (BBPs)** and any other person dealing with the Company.

The Company reserves the right to initiate **cease-and-desist proceedings** and, if necessary, appropriate **civil and/or criminal action** against any unauthorized use, misuse, or infringement of its Intellectual Property.

**12.2 Use of Name and Logo in Offices:** A BBP intending to operate or maintain an office

displaying the “B-Hive” name or logo, either externally or internally (visible to the public), must obtain **prior written approval** from the Company. Such approval shall include specifications regarding design, size, location, and method of installation.

- The Company reserves the unilateral right to withdraw such approval at any time if:
- The prescribed standards of neatness, ethics, or good taste are not maintained,
- The display is prejudicial to the interest of the Company or its BBPs, or
- For any reason deemed appropriate by the Company, which shall be the sole judge in this regard.

### **12.3 Fund-Raising Events and Financial Schemes:**

**12.3.1** The Company strictly prohibits the use of its products, services, or Intellectual Property in connection with **fund-raising activities, lotteries, pyramid schemes, or financial schemes** of any nature.

**12.3.2** BBPs are expressly prohibited from making representations that proceeds or profits from the sale of B-Hive products or services will be directed toward a particular organization, group, or cause, unless expressly authorized in writing by the Company.

### **12.4 Promotional Literature, Stationery, Merchandise:**

**12.4.1** No BBP shall create, print, publish, or distribute **promotional material, stationery, premiums, or merchandise** bearing the B-Hive name, logo, trademarks, or symbols, from any source other than the Company, without **prior written authorization**.

**12.4.2** All proposed materials must be submitted to the Company for review and approval. Once approved, the material shall not be altered in any manner.

**12.4.3** The B-Hive corporate logotype shall not be affixed to **sports uniforms, apparel, or any other garments**, nor used on promotional items, except those officially produced or authorized by the Company.

### **12.5 Copyrighted Materials:**

**12.5.1** All printed, digital, and audio-visual materials issued by the Company are **copyright-protected** under the Copyright Act, 1957. No BBP or third party may reproduce, modify, or distribute such material in whole or in part without the Company’s prior written consent.

**12.5.2** B-Hive’s promotional and product literature is designed in compliance with applicable local, state, and central labeling and advertising laws. Any alteration or deviation from approved content may result in violation of law and subject the offender, as well as the Company, to regulatory penalties. BBPs are strictly prohibited from modifying or reprinting such materials.

### **12.6 Penalties for Violation:**

Any BBP found in violation of this Section shall be subject to one or more of the following consequences, without prejudice to other remedies available under law:

**12.6.1** Immediate removal of unauthorized signage, literature, or advertising materials.

**12.6.2** Permanent revocation of the right to use the Company’s trademarks, trade name, or logos.

**12.6.3** Liability for monetary damages to the Company for unauthorized use or infringement.

**12.6.4** Suspension or termination of distributorship/BBP agreement.

**12.6.5** Legal proceedings (civil and/or criminal) under applicable Intellectual Property and consumer protection laws.

## **Section 13: Rules and Regulations for Social Media Usage**

**13.1 Website Rules and Guidelines:** B-Hive Brand Partners (“BBPs”) acknowledge that the Internet offers a significant opportunity to promote, communicate, and expand their business activities. However, such usage must be conducted in strict compliance with these Rules, the Code of Conduct, and applicable laws.

A BBP may create and maintain the following types of websites, subject to prior written approval from B-Hive wherever applicable:

- ❖ **Personal Home Page:** A BBP may create a personal webpage to share their personal success story, achievements, hobbies, or business experiences. Such pages may contain:
  - Name, city, and state of residence;
  - Business achievement level;
  - A personal statement regarding the B-Hive business;
  - A photograph, video, or audio greeting.
- ❖ **Prospecting Website:** A BBP may develop a website designed to create awareness and interest in the B-Hive business opportunity. Such websites may contain:
  - General information about the benefits of participation;
  - Personal experience or testimonial of the BBP;
  - Educational content such as general “how-to” guidelines;
  - Contact information including email address for further communication.
- ❖ **Business/Information Websites:** Any website that contains presentations, explanations, illustrations of the B-Hive Sales Plan, or product-related information must be reviewed and approved in writing by B-Hive prior to publication.

**13.2 Social Media Policy:** “Social Media” refers to all online platforms and applications used for communication, interaction, and sharing of content, including but not limited to: blogs, message boards, podcasts, video and photo-sharing platforms, microblogs, wikis, and online communities.

This Policy supplements the existing Code of Conduct and is intended to guide BBPs in applying the same principles to social media interactions.

All BBPs are required to:

- Review and comply with the B-Hive Code of Conduct before using social media for business-related purposes.
- Understand that any violation of this Policy or the Code of Conduct may result in disciplinary action, including suspension or termination of distributorship.

### **13.3 Appropriate Social Media Conduct:**

When using social media in connection with B-Hive, BBPs shall:

- 1 Create and use individual social media profiles reflecting their personal identity. Privacy settings should be applied appropriately.
- 2 Engage in communication with other BBPs, team leaders, customers, and prospects in a respectful and professional manner.
- 3 Maintain transparency and authenticity by clearly disclosing their association with B-Hive when discussing products or the business.
- 4 Share positive experiences about B-Hive products and the business opportunity, ensuring truthfulness and accuracy.
- 5 Demonstrate respect, courtesy, and professionalism at all times.
- 6 Participate in conversations constructively, remaining relevant and credible.
- 7 Connect with B-Hive through its official social media platforms (YouTube, Facebook, Instagram, LinkedIn, etc.) and share only official content provided by B-Hive.
- 8 Exercise caution, good judgment, and common sense, recognizing that all online statements impact both personal and B-Hive's reputation.
- 9 Refer any queries or questions about B-Hive products, services, or policies to the Company.
- 10 Adhere strictly to the B-Hive Code of Conduct. In case of doubt, seek clarification from B-Hive Management before taking action.

### **13.4 Prohibited Conduct:**

BBPs shall strictly refrain from the following activities:

- 1 Creating unauthorized websites, accounts, or online platforms to sell B-Hive products.
- 2 Prospecting, cold-contacting, or spamming individuals online in violation of direct selling norms. Any interest expressed online must be addressed privately through permitted channels such as chats, messages, or email.
- 3 Offering discounts, special promotions, or incentives that are not officially sanctioned by B-Hive.
- 4 Engaging in mass spamming, unsolicited broadcasts, or irrelevant postings.
- 5 Misusing B-Hive trademarks, trade names, logos, product images, copyrighted texts, or any other intellectual property without prior written consent.
- 6 Creating fake brand identities, misleading pages, or misrepresenting the Company in any manner.
- 7 Making false, misleading, or unverified claims about B-Hive products, the business model, or income opportunities.
- 8 Uploading unauthorized photographs, videos, or content relating to B-Hive products, business opportunities, or events.
- 9 Posting or sharing any content that violates applicable laws, public policy, or the dignity and reputation of B-Hive.
- 10 Continuing activities despite advice, caution, or instructions from B-Hive Management or the Code of Conduct Compliance Team.

### 13.5 Compliance:

- All BBPs are individually responsible for their online conduct.
- In case of ambiguity or uncertainty regarding permissible activities, the BBP must immediately seek guidance from the B-Hive Compliance Team.
- B-Hive reserves the right to review, monitor, and take corrective measures in case of non-compliance, including but not limited to warnings, suspension, or termination of distributorship.

## Section 14: Suspension and Termination of B-Hive Brand Partners (BBPs)

**14.1 General Provisions:** Violation of the **B-Hive Code of Ethics and Code of Conduct** is considered a matter of grave concern. Such violations may adversely impact not only the business of an individual BBP but also the reputation, goodwill, and public perception of **B-Hive Health & Wellness Pvt. Ltd.** (“B-Hive”) before customers, regulatory authorities, media, and the general public.

While B-Hive will endeavor to correct violations through education, counseling, and guidance, certain cases may warrant stricter disciplinary action. Depending upon the severity and nature of the violation, B-Hive may impose any of the following, either individually or in combination:

- a) Temporary **suspension** of the BBP.
- b) **De-sponsorship** from the Line of Sponsorship.
- c) **Termination** of the BBP’s distributorship.

**14.2 Grounds for Termination / De-Sponsorship:** B-Hive reserves the right, at its sole discretion, to terminate or de-sponsor a BBP upon occurrence of any of the following:

**14.2.1** Submission of false or misleading information in the BBP application.

**14.2.2** Serious misrepresentation of B-Hive or the B-Hive business opportunity.

**14.2.3** Breach of the Code of Ethics and Code of Conduct, unrectified within the time specified in B-Hive’s written notice.

**14.2.4** Repeated breaches of the Code of Conduct.

**14.2.5** Conviction of an offence punishable by imprisonment.

**14.2.6** Suspension, disbarment, or prohibition from practicing the BBP’s profession or trade by a competent authority.

**14.2.7** Bankruptcy or insolvency proceedings initiated against the BBP.

**14.2.8** Death of a BBP without any executor/legal heir assuming responsibility for the distributorship.

**14.2.9** Mental incapacity rendering the BBP unfit to manage business affairs.

**14.2.10** Breach of terms relating to value-added services, product payments, or any other financial obligation towards B-Hive.

**14.3 Effect of Termination:** Termination of a BBP's distributorship shall result in:

- Termination of all rights, privileges, and entitlements as a BBP.
- Forfeiture of all income accruing after the date of termination, except reimbursement of discounts corresponding to purchases made prior to termination.

Termination shall be effective from the date specified in B-Hive's written notice.

**14.4 Effect of De-Sponsorship:** De-sponsorship means removal of a BBP from their position as a Sponsor in the Line of Sponsorship. This may include permanent loss of the right to sponsor in the current or any other Line of Sponsorship, as determined by B-Hive. The decision shall be communicated through a written notice and shall be effective from the date mentioned therein.

**14.5 Notice Requirements:** Any notice of suspension, de-sponsorship, or termination shall:

- Be sent to the last recorded address of the BBP.
- Specify the rule(s) violated.
- Indicate the effective date of such action.
- Inform the BBP of the right to appeal to the Review Panel.

**14.6 Return Rights on Termination:** Upon termination, BBPs shall be entitled to return currently marketable goods to the Company under the Buy-back Policy in Section 9.

**14.7 Post-Termination Obligations:** Upon termination, the BBP shall:

- a. Return all unsold products in good condition as per the **Buy-Back Policy**.
- b. Cease to use all B-Hive trademarks, trade names, or proprietary materials.
- c. Immediately discontinue representing themselves as a B-Hive Brand Partner.

**14.8 Suspension:** Suspension may be applied as an alternative to termination. During suspension, B-Hive may:

- Withhold commissions, awards, or payments.
- Prohibit sponsoring, recruiting, or conducting presentations.
- Suspend eligibility for company-sponsored trips.
- Mandate re-orientation training at the expense of the Line of Sponsorship.

**14.9 Immediate Termination:** Where a violation is of such gravity that continuation of the distributorship poses serious risk to B-Hive's business integrity or reputation, B-Hive may terminate the BBP without providing an opportunity to rectify past misconduct.

**14.10 Appeal:** Any BBP subject to suspension, de-sponsorship, or termination has the right to file an appeal with the Review Panel in accordance with procedures outlined in this Agreement. The decision of the Review Panel shall be final and binding.

**14.11 Disposition of Business:** In cases of termination, cancellation, death, or de-sponsorship, B-Hive shall decide the manner of disposition of the affected distributorship at its sole discretion. B-Hive may adopt any method it deems fit, without limitation.

## **Section 15: Enforcement of the B-Hive Code of Ethics & Code of Conduct**

**15.1 Dispute Resolution and Arbitration:** Any dispute, difference, or claim arising out of or in relation to the Distributor Agreement, including its interpretation, performance, or breach, shall be exclusively resolved through binding arbitration. Such arbitration shall be conducted in accordance with the rules and regulations of the *International Centre for Alternative Dispute Resolution (ICADR)* under the *Fast Track Arbitration Procedure*.

**15.2 Jurisdiction and Venue:** The sole Arbitrator shall be appointed as per ICADR rules, and the seat and venue of arbitration shall be Ahmedabad, Gujarat, India. The arbitral award passed by the Arbitrator shall be final, conclusive, and binding on all parties, with no appeal permissible except as provided under the Arbitration and Conciliation Act, 1996, as amended from time to time.

**15.3 Acceptance of Agreement:** By proceeding with registration and clicking on the “I AGREE” button, the Distributor confirms that he/she has carefully read, understood, and voluntarily accepted all the terms and conditions of this Agreement, including the Code of Ethics and Code of Conduct of B-Hive. The Distributor expressly agrees to be bound by this Agreement and acknowledges that this acceptance constitutes a valid and binding e-contract under applicable law.

**[ I AGREE & ACCEPT]**