



# Wellnexion Platforms Private Limited

1B, 102, TNT Crescent Sinthan Nagar,  
Manyatha Tech Park, Bharath Nagar,  
Nagavara, Bangalore – 560045

CIN: U47890KA2023PTC176383  
+91 – 7010515176  
cm@thewellnessjunxion.co.in

## The Wellnexion Platforms Private Limited - Vendor Agreement

This Vendor Agreement is made and executed at Bangalore on this.....day of.....  
.....2024

BETWEEN

**Wellnexion Platforms Private Limited** a Company incorporated under the provisions of the Companies Act, 2013 and having its Regd. office at: Address **1B, 102, TNT CRESCENT, SINTHAN NAGAR, MANYATHA TECH PARK, BHARATH NAGAR, NAGAVARA, BENGALURU - 560045**. Hereinafter referred to as “**FIRST PART**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its assignees, affiliates, subsidiaries, and successors) of the First Part;

AND

(\_\_\_\_\_**SELLER**\_\_\_\_\_) a (Company /Individual) (Description) its office at.....  
....., hereinafter referred to as “**Second Part**” (which expression shall, unless it be repugnant to the context or meaning hereof, be deemed to mean and include its successors and permitted assigns of the **SECOND PART**;

WHEREAS:

A. Whereas the First Part M/s.WELLNEXION PLATFORMS PRIVATE LIMITED is registered under Companies Act 2013 engaged in the business of buying, selling, reselling, importing, sales and services, franchise, intermediate, exporting, transporting, storing, promoting, marketing or supplying, trading, dealing in any manner whatsoever in all types of herbal and wellness products on retail as well as on wholesale.



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B. First Part owns “**Wellnexion Platforms Private Limited**” located at the following URL: <https://www.mytwj.com/> <https://www.thewellnessjunixion.co.in/> hereinafter referred to as the “**Wellnexion Platforms Private Limited Website**” and has many registered users to whom First Part offers various services,

All products and services offered under this Agreement are aligned with and marketed under the brand ' **The Wellness Junxion.**' Wellnexion Platforms Private Limited holds the brand 'Wellness Junxion' and retains full authority and control over the branding, quality standards, and any modifications or adjustments related to these products and services. The Second Part shall comply with all branding guidelines and directives issued by the First Part to ensure consistency with the 'Wellness Junxion' brand."

## C. Scope of Products and Services

The First Part offers a diverse range of products and services within the wellness industry, categorized as follows:

- a) **Physical Wellness:** Includes subcategories such as Fitness & Exercise, Yoga & Meditation, and Sports & Outdoor Activities.
- b) **Personal Care:** Encompasses subcategories including Skin Care, Hair Care, Oral Care, and Men's Grooming.
- c) **Nutrition & Supplements:** Covers Dietary Supplements, Healthy Foods & Snacks, Specialty Diets, and Meal Planning & Delivery services.
- d) **Mental Wellness:** Offers services for Stress Management, Mindfulness & Meditation, Therapy & Counseling, and Personal Development.
- e) **Corporate Wellness:** Provides solutions like Employee Wellness Programs, Workplace Ergonomics, and customized Nutrition & Fitness Plans.
- f) **Wellness Tourism:** Includes Wellness Retreats & Vacations, Health & Wellness Resorts, and Wellness Experiences.
- g) **Alternative & Holistic Health:** Focuses on Traditional Medicine, Energy Healing, Naturopathy & Detox, and Holistic Therapy Services.



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h) **Beauty & Aesthetics:** Consists of Cosmetic Products, Spa & Wellness Treatments, and Cosmetic Procedures.

i) **Sustainability & Eco-Living:** Offers Eco-Friendly Products, Sustainable Fashion, Green Living Solutions, and Healthy Home products and services.

D. Second Part is desirous of setting up an online store on The First Part Shopping Website and has offered to sell its products through the said online store, First part has agreed to create the said online store upon the following terms and conditions.

E. The above-referred Second Part and First part are hereinafter collectively referred to as “Parties” and individually as “Party”.

BOTH PARTIES hereby confirm & agree to the following covenants:

The First Part will sell/distribute/market Second Part’s products as per the specifications annexed, through The First Part channels of the internet, mail order/catalogue, and various other means.

The First Part shall hereby list the Second Part’s products on all the Leading Online Marketplaces in India under The First Part store registered on the corresponding Marketplaces/Portal.

The Second Part shall provide The First Part with a Letter of No Objection to selling its products on Marketplaces along with The First Part Website.

The First Part has accepted to offer for display the products of the Second Part on its website <https://www.mytwj.com/> <https://thewellnessjunixion.co.in/> on the terms and subject to the conditions hereinafter contained. The Commercial specifications for product distribution through The First Part will be as per Annexure 1 attached below.

The product/s ordered for; will be dispatched by the Second Part to the customer’s pan India basis free of cost.



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Second Parts are expected to check and update their inventory on a daily basis and will keep The First Part informed on the stocks available of the products.

Customers may directly contact the Second Part's team for any additional details or clarifications regarding the product before completing their purchase. The Second Part shall ensure that its team is available to provide prompt and accurate responses to customer inquiries, facilitating informed purchasing decisions. It is the responsibility of the Second Part to handle such communications in a timely and professional manner.

The Second Part shall be responsible for the dispatch of all the products with The First Part corresponding invoice to the customer and all other relevant documents/obligations, as required under statutory and governmental regulations in India to the Customers. The Second Part shall attach its own brand invoice with each order fulfilled. The invoice must correspond to the details generated via the First Part's dashboard, reflecting the transaction between the customer and the Second Part. The Second Part is responsible for ensuring that all necessary information, including pricing, taxes, and product/service details, is accurately included on the invoice in compliance with applicable legal and tax regulations. Any discrepancies or errors in the invoice are to be promptly rectified by the Second Part upon notification.

The Second Part will be responsible for all applicable sales tax and freight-related statutory obligations, based on the displayed price of the products. However, the customer should not be charged anything extra than the selling price of the product as displayed on all The First Part selling platforms. The price mentioned on the website of The First Part as given by the Second Part is inclusive of taxes.

In accordance with the Tax Deduction at Source (TDS) provisions, if the payment made by the First Part or any person responsible for making the payment (the "Deductor") exceeds the defined threshold under applicable law, the Deductor is required to deduct the applicable tax at the time of payment. The Deductor shall then deposit the deducted tax into the central government's account on behalf of the recipient of income, in compliance with relevant tax regulations. The Second Part acknowledges and agrees that such deductions are mandatory, and the deposit of TDS will be



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completed within the timelines prescribed by law.

The Second Part agrees to list products on the online platform at the specified selling price, inclusive of applicable Goods and Services Tax (GST). Customers will remit the full payment to the First Part account. The First Part will deduct the agreed commission, TDS and transfer the remaining balance to the Second Part.

Though The First Part will facilitate customers in redressing their complaints, if any - the primary & sole responsibility for redressal of customer complaints will be of Second Part at all times. In the event of any exchange, refund, or other related issues concerning the products/services provided, the customer shall be entitled to contact the designated representative of the Second Part for resolution. The Second Part agrees to provide their contact details to the customer at the time of purchase or service delivery, and further commits to resolving such issues in a timely manner. The Second Part shall make reasonable efforts to address and resolve the issue within a period not exceeding 48 Hours from the date of first communication by the customer. A vendor Escalation Matrix will be followed, as displayed in Annexure 2 herewith.

Second Part will provide suitable and adequate Information/Images/Videos on the functionality/usage of the product in order to explain the same to the customer on <https://www.mytwj.com/> <https://thewellnessjunixion.co.in/>

The Second Part shall bear sole responsibility for any health issues, side effects, or any other complications arising from the use of its products by the customer. The First Part shall not be held liable for any such issues or claims.

The Second Part acknowledges that he: (a) is the Authorized Retailer/ Distributor/ Importer / Manufacturer of the products offered for display/sale to The First Part, (b) is selling genuine and not counterfeit products and (c) is the proprietor or licensed user of the Trademarks/ Patent/ Design/ Copyrights & such other intellectual property rights related to the offered Product/ Service.

On receipt of an order from customers, Second Part will endeavor to dispatch / deliver/ make ready





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for dispatch the products within a time period not exceeding 48 Hours. In case the shipment cannot be made in the time period, this will be conveyed to the customer and The First Part.

Second Part will ensure Product delivery to the customer within 3-5 business days (Max.)

The product will be strongly packed so that it is not damaged in transit when dispatched through the courier or surface mode of transportation. Any damage in transit on account of inadequate/unsuitable packing will be to the account of Second Part including the freight cost.

In case of damaged delivery or returns due to the product not matching the customer's initial order preferences, the Second Party shall pick up the product from the customer and simultaneously dispatch the correct product from its hub. The replacement must be completed within 7 days. Payment for the order will remain frozen until the dispute is resolved.

Second Part will accept back the product which is not delivered to the customer on account of any reason and keep The First Part informed with the product-return details.

During the term of this agreement and thereafter, any confidential information received by either party, under and by virtue of this arrangement, shall be maintained in the strictest confidence and trust.

Second Part represents and warrants that:

He is engaged in a legitimate and lawful commercial enterprise & activity; He shall not deliver any goods / services to Customers which do not correspond with the description as stated in this Agreement and detailed on the website/distribution channels of The First Part;

The Second Part warrants that its products comply with all applicable safety, health, and regulatory standards, and assumes full responsibility for any consequences arising from their use. Any legal or customer claims in this regard shall be handled exclusively by the Second Part.



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All approvals, authorizations or consents of any governmental or regulatory authority as required under Applicable Law have been duly obtained prior to entering into and performing its obligations under this Agreement.

He has the required expertise, knowledge and infrastructure to deliver and perform its obligations under this Agreement

The First Part may terminate this Agreement with immediate effect in-case of any fraud committed, or sale of illegal products, or dangerous goods, or substandard products delivered to the customer, or harassing any of valued customer in written or verbal format. Regardless of any termination, you will fulfill all orders you accept before the effective date of termination.

This Agreement shall not be amended, assigned or transferred by either party without the written consent of both parties

Pricing: Price to customer will be decided by Second Part and in no case would The First Part sell below the price unless they receive specific written authorization along with the terms of the offer, as the case may be.

If any dispute arises between the parties hereto during the subsistence of this Agreement or thereafter, in connection with or arising out of this Agreement, the dispute shall be subject to legal intervention. The arbitrator's award shall be final and would be binding on the parties. This Agreement will be governed exclusively by the laws of India and the jurisdiction shall be vested exclusively in the Courts at Karnataka.

NOW THIS AGREEMENT WITNESSETH HERewith:

## 1. Definitions

For the purpose of this Agreement, the following words and phrases shall have the meaning assigned to them under this Article.



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“Company” shall mean The First Part.

“Customer” shall mean any individual, group of individuals, firm, First Part or any other entity placing an order for the Products of the Second Part through the Online Store.

“Price” shall mean the cost at which the Products are to be delivered to the Customer inclusive of taxes.

“Effective Date” shall mean the date on which this Agreement is executed.

“Form” shall mean Form for Ecommerce Service Agreement to be filled in and executed by the Second Part at the time of execution of this

Agreement annexed hereto as Annexure “A”.

“Second Part” shall mean the entity incorporated or otherwise more specifically described hereinabove, which sells its products through the Online Store and more particularly described in the attached “Form”.

“Online Store” shall mean a virtual electronic store created on the <https://www.mytwj.com/> <https://thewellnessjunxion.co.in/> (owned by The First Part) online portal for sale of the Second Part’s Products either through web site of the First Part or any other gadget or instrument displaying the particulars of the Second Part’s Products available for sale, or any other means by which the Customer places an order for the Product of the Second Part.

“Marketplace” shall mean a virtual electronic store owned or operated by a Third Party for the purpose of selling products online belonging to various categories that bring together buyer and sellers of a certain good or service.

“Order” shall mean an order for purchase of products wherein customer has agreed to purchase the





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product upon the terms and conditions and at the Price indicated on the online store of the Second Part.

“Products” shall mean merchandise items of the Second Part put up for sale on the Online Store by the Second Part.

“Price” means the sale price of a product inclusive of delivery charges and applicable taxes.

“Wellnexion Platforms Private Limited Website” means an online platform owned and operated by the First Part. The First Part that facilitates the shopping transaction between the Second Part and the Customer.

“Shipping Charges” shall mean the logistics/courier/postal charges including all taxes incurred for delivering the product(s) to the Customer. If the shipment of products is arranged by the First Part, the First Part shall bear all shipping and delivery expenses. However, if the Second Part chooses to arrange the shipment independently, all shipping and delivery costs shall be the sole responsibility of the Second Part.

“Sign-up Fees” shall mean the non-refundable fees payable by the Second Part at the time of execution of this Agreement towards the initial creation of online store.

“Service charge” shall mean the margin per transaction charged by the First Part to the Second Part at the rates agreed to between the parties, upon the sale of product on online store.

## 2. Obligations of the Second Part

The Second Part shall:

Through the interface provided by the First Part on the creation on Online Store of The First Part, shall upload the product description, images, videos, disclaimer, delivery time lines, price and such other details for the products to be displayed and offered for sale through the said online store.



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Second Part shall ensure not to provide any description/image/videos/text/graphic that is unlawful, illegal, objectionable, obscene, vulgar, opposed to public policy, prohibited or is in violation of intellectual property rights including but not limited to Trademark and copyright of any 3rd party.

Second Part shall ensure to provide the product description and image/video only for the product which is offered for sale through the Online Store and for which the said Online Store is created.

Second Part shall provide full, correct, accurate and true description of the product so as to enable the customers to make an informed decision.

Second Part shall be solely responsible for the quality, quantity, merchantability, guarantee, warranties in respect of the products offered for sale through their online store.

At all times have access to the Internet and its email account to check the status of approved orders, on receipt of the approved order, Second Part shall dispatch / deliver the products within a period not exceeding 48 hours or within the time as specified in the product description on its online store.

In respect of the orders for Products placed through the Online Store, Second Part shall submit proof of dispatch to the satisfaction of First Part within 48 hours of the request made by First Part.

In the event the products are not accepted by the Customer due to any wrong / damaged products dispatched, then the same shall be replaced by the Second Part at no extra cost to the aggrieved customer. Since the First Part is a Facilitator, the Second Part hereby authorizes the First Part to entertain all claims of return of the Product in the mutual interest of the Second Part as well as the Customer.

Update the Order Status including Airway Bill Number on a daily basis,

The Second Part shall not send any of its promotional or any other information with the Products ordered by the customer and also shall ensure that no material or literature is sent which may be



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detrimental to the business/commercial interests of the First Part,

The Second Part shall dispatch the Products of same description, quality and quantity and price as are described and displayed on the Online Store and for which the Customer has placed the order.

First Part shall raise invoice in the name of Customer which should be attached with the order while dispatching.

The Second Part shall not offer any Products for Sale on the Online Store, which are prohibited for sale, dangerous, against the public policy, banned, unlawful, illegal or prohibited under the Indian laws including Weapons, Alcohol, Drugs.

The Second Part shall take care of the charges involved in case of return due to damage or poor packaging from the end of the Second Part especially for Food and other fragile products.

The Second Part shall ensure that they own all the legal rights in the Products that are offered for sale on the Online Store.

The Second Part shall pass on the legal title, rights and ownership in the Products sold to the Customer. And shall be solely responsible for any dispute that may be raised by the customer relating to the goods, merchandise and services provided by the Second Part.

The Second Part shall at all time during the pendency of this agreement endeavor to protect and promote the interests of the First Part and ensure that third parties rights including intellectual property rights are not infringed.

The Second Part shall at all times be responsible for compliance of all applicable laws and regulations including but not limited to Intellectual Property Rights, Local Sales Tax, Central Sales Tax, Service tax, Value added tax, Standards of Weights & Measures legislation, Sale of Goods Act, Excise and Import duties, Drugs and Cosmetics Act, Drugs and Remedial Magic Act, Code of Advertising Ethics, etc.



### 3.Consideration and Payment Terms

The First Part shall collect the Payment on behalf of the Second Part in respect of the Orders received through Online Store. In consideration of the services rendered under these presents, the First Part shall charge the Services charges to the Second Part at the rates specified by the First Part in Annexure 1. A period of 7 days is allowed for any returns or refunds. Following this period, payment will be released to the Second Party after an additional processing time, making the total payment release period approximately 20 days from the date of the customer's initial payment.

#### Commission Structure

- a) Standard Commission: The Second Part shall receive a commission of 25% on the total sales they generate for the First Part under this Agreement.
- b) Additional Commission: If the Second Part generates more than 100 sales for the First Part during the term of this Agreement, the Second Part shall be entitled to an additional 5% commission on all sales beyond the 100th sale.

The total commission shall be calculated and payable on a monthly basis,

### 4. Invoicing and Delivery

The Second Part shall attach its own brand invoice with each order fulfilled. The invoice must correspond to the details generated via the First Part's dashboard, reflecting the transaction between the customer and the Second Part. The Second Part is responsible for ensuring that all necessary information, including pricing, taxes, and product/service details, is accurately included on the invoice in compliance with applicable legal and tax regulations. Any discrepancies or errors in the invoice are to be promptly rectified by the Second Part upon notification.

### 5.Exclusivity and Dealing with Service Providers

The Second Part agrees that they will not engage with any other service providers dealing with the First Part and the Second Part shall not bypass the First Part in their dealings with those service providers."



## 6. Register office and GST Compliances

- The First Part acknowledges that its registered office is located in 1B, 102, Tnt Crescent, Sinthan Nagar, Manyatha Tech Park, Bharath Nagar, Nagavara, Bengaluru – 560045 and it obtained Goods and Services Tax (GST) registration is in Kerala.
- Notwithstanding the state-specific GST registration, the Second Part agrees to issue invoices reflecting the First Part's GST registration in Kerala for all goods and services provided under this Agreement, and to comply with all applicable tax laws and regulations.
- The First Part will leverage this GST registration for all transactions and operations carried out across India, in line with the platform-based nature of the First Part's business.

## 7. Confidentiality

Both parties acknowledge that during the course of this Agreement, they may have access to confidential information. Each party agrees to maintain the confidentiality of such information and not disclose it to third parties without the prior written consent of the other party.

## 8. Termination

Either part may terminate this Agreement with [30 days] written notice to the other party in the event of a material breach of the terms of this Agreement. In the case of the Second Part, if any unlawful act, misconduct, or other such violations occur, the First Party reserves the right to immediately restrict the Second Part's access to the online portal. The First Part shall provide the Second Party with an opportunity to be heard and allow them to make representations within 5 days. Following this, a decision will be made regarding whether to terminate the Agreement. In case of early termination, the Second part shall be entitled to payment for any goods/services delivered and accepted prior to the termination date.





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## 9. Indemnification

The Second Part agrees to indemnify, defend, and hold the Company harmless from any claims, liabilities, damages, or expenses arising out of or related to the Second Part 's performance under this Agreement.

## 10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India, and the courts of Karnataka shall have exclusive jurisdiction over any disputes arising out of this Agreement.

## 11. Miscellaneous

- **Amendments:** This Agreement may be amended only by written agreement signed by both parties.
- **Assignment:** The Second part may not assign its rights or obligations under this Agreement without the prior written consent of the Company.
- **Notices:** Any notices or communications required or permitted to be sent under this Agreement shall be in writing and delivered to the addresses listed above.

For: The First Part

For: The Second Part

Authorized signatory

Authorized Signatory

Mr. Aishik Gupta, (Director)



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## Annexure 1- Commercial Details

Commission/fee on the Selling Price of the products payable by Second Part to The First Part is as under:

Second Part Name	Commission Fee
	25%

Commission will be payable only on goods/services delivered to customer.

Payment terms: For the products delivered to customers, The First Part shall remit payment to the Second Parts account within 4-7 business days from the date of withdrawal request from the Second Part panel by the Second Part. Such payment will be made through NEFT / RTGS.

(Second Part bank details as displayed in Annexure -3)

## Annexure 2 – Customer Service Matrix

Second Part Escalation Matrix	
1st level escalation	
Escalation Contact	
Telephone No.	
Fax Number	
Email	
2nd level Escalation	
Escalation Contact	
Telephone No.	
Fax Number	
Email	
3rd level escalation	
Escalation Contact	



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Telephone No.	
Fax Number	
Email	

## Annexure 3- Second Part Bank Details

PARTICULARS	DETAILS
Name of the A/C holder	
Name of the contact person with Mobile No.	
Email ID:	
Bank Account No.	
Name of Bank and Branch:	
Address	
Branch Code	
IBAN number	
IFSC/ RTGS/ NEFT Code	

## Terms & Conditions-

1. <https://www.mytwj.com/> <https://thewellnessjunixion.co.in/> will serve as a sales platform for the customers to choose from the various category of products from your brand that they wish to buy.
2. The Second Part shall provide us with the necessary inventory catalog along with prices and images/videos for their in-stock products for listing.
3. Upon receiving an order the Second Part will be intimated via email and also the Second Part can log in to their dashboard alternatively and process it.
4. After shipping the details have to be updated in the dashboard and the same will be intimated to the customer.



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5. Packaging, shipping, and delivery are the responsibility of the Second Part.
6. In case of an exchange, refund, or any other related issues the customer will be provided with the Second Part contact details to resolve this issue ASAP.
7. Any health issues, side effects, or any other complexions arising out of the use of the products by the customer is the sole responsibility of the Second Part and not The First Part.
8. Second Part should attach its'- own brand invoices with the order that is generated based on The First Part dashboard.
9. Your brand products will be part of our social media and various other promotions on a regular basis.
10. Customers will be directly in touch with your team in-case if he/she require any further details of the product before they decide to complete the purchase.
11. The product images/videos/descriptions/logo of the Second Part will be part of our website and our weekly Facebook and other social media promotions.
12. We will be using images/videos/descriptions/logos of the product on our social media platforms like Facebook, Instagram, Twitter, and others platforms.
13. Payments for orders processed will be transferred to the bank on a weekly basis.
14. The payment will be made to the registered bank account post-reduction of the commissions.
15. As per the TDS concept, if the payment exceeds a defined threshold, then a First Part or a person making the payment (deductor) must deduct tax while making a payment. The deductor must then deposit the tax deducted into the account of the central government on behalf of the recipient of income.



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## First Part Details: -

**Name of the First Part: -**

**GST No: -**

**Director: -**

**Phone No: -**

**First Part Address: -**

## Copy of the Documents to be attached with the agreement

First Part registration certificate

GST Registration

FSSAI / Other Product Standard License that applies

Trademark if any

First Part PAN

CIN Number if any