



Yashbiz Marketing Private Limited

417 - Times Square Arcade, Nr. Rambag Nr. Bagban Party Plot, Thaltej Shilaj Road,
Thaltej, Ahmedabad, Gujarat- 380015

E-mail: www.yashbizz.com, Website: yashbiz2018@gmali.com

Phone No.: +91 76008 38412

APPLICATION
FORM

PERSONAL DETAILS

GENDER

DATE

MR. MS. MRS. M/S MARRIED SINGLE MALE FEMALE OTHER

APPLICANT'S NAME :

S/O, D/O, W/O :

ADDRESS :

CITY : DIST. :

STATE : PIN : MOBILE :

AADHAAR NO. : E-MAIL :

DATE OF BIRTH : AGE : PAN. :

Photo

NOMINEE DETAILS

NAME : RELATION :

DATE OF BIRTH : AGE : MOBILE NO. :

BANK DETAILS

ACCOUNT HOLDER'S NAME :

ACCOUNT NO. :

IFSC CODE : ACCOUNT TYPE :

BANK NAME :

BRANCH :

DECLARATION

I hereby declare that I am resident of India; my age is more than 18 years as on date. I am legally qualified to do any Business or Agreement or Declaration in India. I have no criminal history. I have read and understood all the terms and conditions given in this application form. I also confirm that I know my sponsor and have full faith in him. My sponsor has explained me all the details about the company (including Company Profile, Products of the Company, Yashbiz Compensation Plan and Company Policies) in my vernacular language and I have signed / affixed my thumb impression only after understanding all the Term and Conditions. The Personal details mentioned overleaf are true and provided and approved by me. In case some information is not available as of now, I assure to update the same later. I am buying the products after being satisfied thoroughly with the contents and claims thereof and here by indemnify "Company" and its "Directors" and "employees" harmless of any claims what so ever arising out of any actions overt and covert attributed to me or my team members.

SPONSOR DETAILS

SPONSOR NAME. :

SPONSOR ID NO. : MOBILE NO. :

I hereby declare that the Applicant(s) is known to me. I take responsibility for the fact that the Applicant(s) has applied for the Independent Distributorship of Yashbiz only after he / she has read & understood all the Terms & Conditions. I have explained him / her all the details about the company (including Company Profile, Products of the Company, Yashbiz Compensation Plan and Company Policies) in his / her vernacular language. I reconfirm that all the information and declaration given by the applicant are true. I recommend that Yashbiz Marketing Private Limited may accept the Application of the Applicant (s) for Independent Distributorship of its Products and Services. Thanks.

FOR OFFICE USE ONLY

ACKNOWLEDGEMENT

Form No.:

NAME OF APPLICANT : [grid]
CHEQUE / DD NO. : [grid] AMOUNT : [grid] BANK : [grid]
BANK NAME : [grid] DATE : [DD][MM][YY][YY] PLACE : [grid]
NAME OF INTRODUCER : [grid]
INTRODUCER ID : [grid]
NAME (PAYMENT RECEIVED BY) : [grid]

SIGNATURE OF PAYMENT RECEIVER

TERMS AND CONDITIONS

These terms and conditions are construed in accordance with the model of Direct Selling Guidelines issued by the Government of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs vide F.No. 21/18/2014-IT (Vol-II) dated 9th September, 2016 read with Indian Contract Act 1872 and supersedes any prior terms and conditions, discussions or agreements between company and direct seller.

Between Yashbiz Marketing Private Limited, which is a registered company, having its Corporate Office at 417, Times Square Arcade, Nr. Rambag, Nr. Bagban Party Plot, Thaltej Shilaj Road, Thaltej, Ahmedabad - 380015 (Gujarat, India) (Hereinafter referred to as 'Yashbiz') which expression shall, unless the context otherwise permits, include its successors and permitted assigns of the one part herein after called as First Party.

And

The person / entity who has filed the online / offline application form hereinafter referred to as 'Independent Distributor' which expression shall unless repugnant to the context or meaning there of be deemed to mean and include his / her / their legal heirs, executors, administrators and assignees of both the parties, hereby called as the Second party.

Whereas the first party is a registered Company under Companies Act, 2013 and the second party is willing to work with the first party after fully compliance of the Indian Contract Act 1872 read with the guidelines as provided by Government of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs vide F.No. 21/18/2014-IT (Vol-II) dated 9th September, 2016 on the following terms and conditions.

Definition :- In this Agreement

- 1. "Independent Distributor (s)" - Shall mean a person who has accepted the contract to undertake Direct Selling Business of Yashbiz and avail the financial or non-financial benefits.
2. "Sponsor"- Sponsor shall mean an existing Independent Distributor who introduces a new customer to be an Independent Distributor of Yashbiz and whose name appears on the Application Form as the Sponsor.
3. "Point Value (PV)" - Shall mean the value on which the incentives will be calculated on sold products as per Yashbiz Compensation Plan.
4. "Downline" - means the Customers / Independent Distributors below a specific Independent Distributor respectively in the Genealogy as the context requires.

Terms:-

- 1. Subject to this Agreement, Yashbiz hereby appoints the Independent Distributor and the Independent Distributor hereby accepts its appointment on a principal-to-principal, non-exclusive basis to use, promote and resell the Products in India.
2. This instrument hereafter referred to as the Agreement, executed between Yashbiz & Independent Distributor (s).
3. Upon executing the Agreement, Independent Distributor agrees to register on the Yashbiz website www.yashbiz.com. You get unique Independent Distributor ID and password to operate your Business Operation Centre. In the event of any discrepancy between the terms of this Agreement and the Website, the terms of this Agreement shall prevail. You agree that you shall not be entitled to register with more than one Account on the Website for any reason whatsoever. You and your wife are considered as a single entity. In the event Yashbiz has reason to believe that you or any person on behalf of you has activated more than one Business Operation Centre (BOC), this Agreement shall forthwith be deemed to be terminated. In the event this Agreement is terminated for only reason whatsoever, the Independent Distributor shall not be eligible to apply for a position as an Independent Distributor, for a period of 6 (Six) months from the date of termination or for such period as Yashbiz may in its sole discretion decide.
4. Simultaneous to or within 15 (Fifteen) days from the date of executing the Agreement, he / she agree to submit the physical copies of the following documents ("Registration Documents") to Yashbiz at its Head office located at Ahmedabad and the same shall be acknowledged by Yashbiz in writing:
a. Original Yashbiz Application Form;
b. One Color Passport Size Photograph;
c. A self-attested PAN card copy
d. A Self Attested Cancelled Cheque bearing Account Number & IFSC code
e. A self-attested copy of the address proof UID / Aadhaar Card preferred
5. Your KYC should be submitted to head office within 15 (Fifteen) days period, otherwise the Form shall be deemed to be terminated and Your Business Operation Centre shall automatically stand terminated, without any further liability on Yashbiz. Further Yashbiz may reject the form, in whole or part for any reason, at its discretion, including but not limited to the form containing incomplete, inaccurate, false or misleading information. Any alteration or modification of the Agreement will be subject to rejection. For the avoidance of doubt, this Agreement shall be effective and valid from the date of acceptance of the Form by Yashbiz.
6. No Fee is charged to become an Independent Distributor (s).
7. This agreement shall become effective on the date Yashbiz acknowledges and accept Independent Distributorship or enter the details of Independent Distributor in Yashbiz Database. Yashbiz at its discretion may except or reject this application without any reason including incomplete inaccurate, false or misleading information in application.
8. Cooling Off Policy: That Yashbiz agrees to allow the cooling off period of 30 days from the date of purchase / signing of Contract in order to cancel the agreement and to receive refund for goods or services purchased according to the buyback policy of the company.
9. Buy Back Policy: The Yashbiz agrees to allow buyback / exchange of goods within 30 days of purchase / delivery of product as per the refund policies of the company.
10. Any Independent Distributor contravening any rules, regulation, policies, and procedures or causing any lawful loss to the company shall make this agreement liable for termination with immediate effect and the company shall have the right to file appropriate civil and criminal proceedings against him / her as the case may be.
11. In case of Non-Performance by Independent Distributor for the consecutive 2 Years, Yashbiz will issue a Termination letter with a notice of 1 month to the Independent Distributor. If the Independent Distributor wishes to ask the Yashbiz to review the decision to terminate, he / she shall make such a request to the Yashbiz in writing within thirty (30) days from the date of notice of termination. If the First Party does not receive such request within the thirty (30) days period, the termination will automatically be deemed final.

Independent Distributor agrees that: -

1. He / she entered into this agreement as an Independent Distributor of Yashbiz, must be of 18 years and a person with sound mind capable to take decisions, independent entity, associated purely on the present contractual term, and shall have no power of authority to incur any debt, contracts, obligation or liabilities or to make any representation of any warranties on behalf of Yashbiz.
2. He / she shall not be an employee or agent of Yashbiz or in any partnership relationship with Yashbiz or any other labor relationship with Yashbiz.
3. He / she shall act as an Independent Distributor on his / her own name at his / her on responsibility for his / her account while purchasing and selling Yashbiz products.
4. He / she shall not sell any Yashbiz product for price more than Maximum Retail Price (MRP).
5. The relationship between Yashbiz and Independent Distributor shall be governed by the rules contained in this agreement & Yashbiz Compensation Plan.
6. Yashbiz may amend any of the terms and conditions in this agreement and its website www.Yashbiz.com. If an Independent Distributor does not agree by such amendments he / she may terminate this contract within 30 days of such publication by giving a written notice to the company. Independent Distributor's continued relationship with Yashbiz will be considered as an acceptance to all the amendments.
7. He / she will understand the product cost or any of it is non-refundable after lapse of 30 days from the date of Registration on website as well as by this agreement. The Company's liability is limited to replace any defective material, at its own cost. If found and reported within 24 hours of delivery, via email to yashbiz2018@gmail.com or returned to the Yashbiz Office or relevant distribution center.
8. The Independent Distributor agrees that his / her decision has been made directly by him / her and not under any influence. Before starting his / her relationship with Yashbiz he / she has read and understood all information given on the website www.Yashbiz.com.
9. Yashbiz will deal exclusively with the Independent Distributor himself in respect of all business matters and will make all payments on account or return or refund through Bank transfer / account payee cheque drawn in favor of the Independent Distributor.
10. Yashbiz authorizes Independent Distributors to share, release and circulate all or part of the information set forth herein to other Independent Distributors within or outside of India.
11. He / she cannot transfer this agreement or any of the right or obligations arising out of it to anybody else without prior written consent of Yashbiz.
12. He / she shall sell and deliver the product to other customers / Independent Distributors ethically and professionally.
13. He / she shall provide bona-fide supervision and training to downline Independent Distributors including on-going contact, communication, encouragement and support.
14. He / she shall be personally liable for all kind of taxes, via, or any other Government dues, levies or statutory liabilities arising due to any Earning / Income from Yashbiz.
15. He / she has applied for Independent Distributorship of Yashbiz Products according to the terms and conditions mentioned in this Agreement and Yashbiz Compensation Plan and are available on company's website www.Yashbiz.com.
16. He / she shall provide a photo Identification Card issued by any Central or State Govt. as proof of address and add identity and PAN applicable.
17. He / she shall carry the Identification card issued to him / her by the Yashbiz and will seek prior appointment with customer for initiation of sale, he / she would identify himself and the Yashbiz, provide address, Registration, telephone number to customer and would truthfully represent the nature of products / services in the manner consistent with the claims authorized by the Yashbiz.
18. He / she understand that he / she is not supposed to pay any money to any Independent Distributor who is a part of his / her up-line and down line. He / she also understands that if any money so paid by him / her will be at his / her risk and cost and shall not create any liability against the Yashbiz.
19. He / she shall not require / encourage other Independent Distributors to purchase goods / services in unreasonably large amount or to purchase any literature, training or sales demonstration equipment, nor will sell any unapproved literature / training material.
20. Independent Distributors fully understands the implications of the terms and conditions and therefore binds him / herself into a legal contract with Yashbiz Marketing Private Limited, as per the Indian Contract Act, 1872 and other applicable laws. Further, the Independent Distributors acknowledges and agrees that he / she read and abide by the Yashbiz Compensation Plan (as amended from time to time) and the direct selling Guidelines 2016 issued by the Department of Consumer Affairs and all amendment thereto (which shall also govern the conduct and mode of business of the Independent Distributor under the present contract).
21. He / she shall not sell products / services on e-commerce platforms / market place or on any fixed retail outlet.
22. He / she shall indemnify and continue to hold the Company and its Directors, Employees and Independent Distributors indemnified against all claims made by any third party or Customer prospected by me and any related damages and expenses including the legal expenses arising out of or connected to the conduct of Independent Distributors (in connection with false claims, promises and other assurances made by him which are not made by the Yashbiz in writing). The liability of the Independent Distributors arising from this clause shall continue regardless of whether the action brought by such third party actually Succeeds or not.
23. Any amount payable to the Independent Distributor as incentive / bonus by the Yashbiz is inclusive of all taxes, by whatever name they are called, including GST, Professional Tax, Surcharge, Cess and other Taxes. These taxes shall be payable by the Independent Distributor as and when they are required to be paid as per law.
24. Yashbiz reserves the right to recover back any income paid to any Independent Distributors under the following circumstances. **(a)** Product returned by under Buy Back Policy, **(b)** Returned to any Stockiest / Franchise under any applicable law or **(c)** Stolen or obtained by illegal means.
25. Yashbiz reserves the full and absolute right, at any point of time, to withheld or suspend Independent Distributors benefits including but not limited to bonus, incentives, commissions, entitlements etc. In case he does not comply with the terms and conditions mentioned in the agreement.
26. The Selling price (MRP) of any Yashbiz product is determined by Yashbiz and no Independent Distributor shall be allowed to reduce or increase the price including by way of tempering with the selling price as affixed or decided by Yashbiz on the Packing of the product. Breach of the regulation shall result in suspension or termination of Independent Distributorship by Yashbiz.
27. Yashbiz reserves the right, at any point of time to revise the selling price including PV Points of the product without any prior notice.
28. An Independent Distributor shall be held liable and responsible for false claims, misrepresentation, etc. About Yashbiz business, quality, quantity, content, usage or benefits of products other than those mentioned in authorized product catalogue specified by Yashbiz and all such acts shall lead to disciplinary action including suspension or termination of Independent Distributorship.
29. An Independent Distributor shall not sponsor any person by improper way such as:
 - a. Sponsoring an Independent Distributor who is already an Independent Distributor of another group.
 - b. Sponsoring the spouse of a person who is already an Independent Distributor of another group.
30. Yashbiz reserves the right to take following actions if improper sponsoring is proven to have occurred.
 - Independent Distributorship shall be terminated with immediate effect. If the Independent Distributor is terminated, all Independent Distributors who were improperly sponsored will be transferred to their original sponsors.
31. He / she shall not be involved directly or indirectly (including by proxy) in any activities of other direct selling companies or any other activities that will bring negative effects to Yashbiz. Yashbiz reserves the right to terminate any Independent Distributor who commits such offence.
32. In the event of doubt as to the true meaning concerning this Independent Distributorship, or any portion thereof in relation to its translated versions, the English Version shall prevail.
33. He / she is responsible for his / her Personal Income Tax liabilities, GST Registrations / Payments or any other taxes as per his / her Jurisdiction and that all commissions shall be transferred to his / her designate bank account after deducting necessary TDS, after submitting his / her Bank details, PAN and Aadhaar Card documents in lieu thereof.
34. If English / Hindi is not my first language, the content of the above affidavit and the relevant agreement / contract have been explained to me in my vernacular language and I hereby state that I have fully understood and unconditionally agree to all the terms and conditions without any force, pressure whatever of any kind.

Company's Rights and Obligations:

1. The Company will make its products available to an Independent Distributor and shall pay him / her various incentives as set forth in the Yashbiz Compensation Plan or Company Policy.
2. The Company shall comply with its obligations in accordance with this agreement.
3. TDS as applicable will be deducted by the Company from the commissions paid to the Independent Distributor (s) as per the Income Tax Rules.
4. Yashbiz may terminate this agreement by giving written notice for **(a)** breach of any term and condition of this agreement **(b)** Non - Performance **(c)** If Yashbiz for any reason arrive at the decision that he / she should not be continued as an Independent Distributor of Yashbiz.
5. **Advisory:** Our Independent Distributor should follow "Just in Time" Policy rather than to stock the product. They should buy the product if and only when customer orders the product to them.
6. In Case of dispute or any loss whether in contract, tort or otherwise the arising out of this agreement liability of Yashbiz shall not exceed the lesser of any of these
 - a. actual damage or loss assessed by arbitrator or any other dispute resolution arrangement adopted by both the parties,
 - b. total commission earned by the Independent Distributor during the preceding six months of the date of dispute.
7. All disputes, questions or differences whatsoever which shall either during the substances of the agreement or after the termination thereof arise the parties hereto or their respective representatives, touching these presents or the construction or the application thereof or anything herein contained shall be resolved under Indian Arbitration and Conciliation Act and / or its statutory amendments, modifications and re-enactment. The place of arbitration shall be Ahmedabad (Gujarat, India) only.
8. Products can be purchased by any mode of payment like Paytm / Debit Card / Credit Card / NEFT / RTGS / DD / Cheque / Cash accepted by Yashbiz company account only. Company authorized Franchise only dispatches the product to Independent Distributor. Application form must be signed by Independent Distributor and Receipt and Invoice should be issued for each purchase & Independent Distributor signature would be compulsory in application form, below mentioned is a column for signature.
9. All Incentives will be paid according to Yashbiz Compensation Plan.
10. **DISCLAIMER:** The Yashbiz expressly reserves the exclusive right to alter or amend these Rules and Regulations. The Yashbiz Compensation Plan, Independent Distributor Agreement as amended from time to time and any addendum as displayed on the notice board maintained in the marketing Office of the Yashbiz and all such documents constitute the entire agreement of the parties regarding their business relationship. Upon updation on the website or notification by display on the notice maintained in the marketing office of the Yashbiz such amendments are automatically incorporated as part of this Agreement between the Yashbiz and the Customer and the Independent Distributors and are binding upon the parties.

Acceptance of the applicant

Place

Date

SIGNATURE OF APPLICANT WITH DATE

In view of the acceptance of the term and condition of the agreement by the applicant, the application form of the applicant is hereby only accepted on behalf of the Yashbiz Marketing Private Limited. The final acceptance would be at the management Discretion after evaluating KYC & other norms.



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