

Forever Living Imports (India) Pvt. Ltd.

Registered Office: 501, Sharyans Centre, 5th Floor, Above Lijjat Papad, Opp. Bandra Rly. Stn., 3 Gurunanak Road, Bandra (W), Mumbai - 400 050.
CIN: U51101MH2011PTC212700



Mailing Address: Forever Plaza, 74, Hill Road, Bandra (W), Mumbai 400 050. India. Tel : **022 6641 4000**
e-mail : **flpindia@flpindia.net**

Id-No: 910900264954

FBO Application

• • USE CAPITAL LETTERS ONLY (ENGLISH) • • PLEASE ENTER ALL FIELDS • • USE BALL POINT PEN ONLY • •

	Mr./Mrs./Ms.	Last Name	First Name	Middle Name
Applicant :	ms	Kapoor	Ankita	

Telephone Numbers :

Home 8580424469

Mobile 9805259523

Applicant PAN #

Address : D/O Balwant Singh Ward NO 1,

Village Malinta Post Office Kandi Teh Palampur , Malinta (79) , K

Kangra Himachal Pradesh

City : Palampur

Pin Code : 176061

State : HP

Applicant's Date of Birth

26 D

03 M

2001 AR

Married

TICK

Nationality :

Indian

TICK

NRI

TICK

Single

X TICK

Other

e-mail: ankitakapoor1526@gmail.com

I UNDERSTAND, REPRESENT AND AGREE THAT:

- I am acting on my own behalf as an individual and that I am 18 years of age or older.
- I have personally attended and received certification at a Forever Living Imports (India) Private Limited ("Company") approved certification meeting or by a Company authorized representative that I have the ability and experience to carry out the obligation set out in this Agreement.
- Upon signing this Application and receiving approval by the Company, I will become a Novus Customer. A Novus Customer is entitled to receive the Novus Customer Price of 15% discount from the retail price. Upon purchasing 2 Personal Case Credits worth of Forever Living Product(s), within two consecutive months, the Novus Customer becomes a Wholesale Qualified Forever Business Owner (FBO). The Wholesale Qualified FBO is entitled to purchase Forever Living Products at the wholesale price of 30% discount from the retail price, plus receive a personal bonus of 5%-18% from the retail price, depending on his or her advancing level within the Marketing Plan.
- This is my first application request to the Company. I have NOT signed any previous applications with the Company or Forever Living Products ("FLP") to the best of my recollection. If any previous applications are found, I fully understand that my first application to the Company will stand and all business may be transferred to it.
- This application and the terms and conditions attached at Annexure "1" to this application shall constitute a binding AGREEMENT between myself, and the Company at such time as this application is received and approved by the Company and I agree to perform all the obligations under this Agreement in accordance with the terms of the Agreement or the instructions given by the Company from time to time. I understand that the term Forever Business Owner (FBO) in Annexure "1" refers to me and I shall be bound as a Forever Business Owner (FBO) as set forth therein.
- I am an independent non-exclusive contractor and NOT an agent, employee, partner or legal representative of the Company for any purpose whatsoever. I will be responsible for my own business, and the compliance of the central, state and local statutes and regulations and all applicable laws, including, but not limited to, those relating to licensing and direct and indirect taxation. I am solely responsible for all payments for any goods or services supplied to me in the course of my business.
- The Company may, in its discretion, withhold direct and indirect taxes, from any bonus payable to me under this Agreement. I recognize that any bonus under this Agreement is based on my performance of supervisory, distributive, selling or promoting function in the sale and delivery of the FLP products and in accordance to the Marketing Plan of the Company, and not on the number of hours worked or an element of chance.
- There is no required minimum investment or minimum inventory requirement. All purchases shall be in reasonable quantities in relationship to sales.
- I have received and read the Company's policies, procedures and marketing plan ("Company Policy") and agree to abide by them. I agree to operate my business in accordance with the Company Policy as amended by the Company from time to time. I understand that my acts, or lack of action, which may result in a misuse, misrepresentation or violation of the Company Policy can cause the termination of my Forever Business by the Company without any payments of whatsoever nature and with immediate effect.
- The Company may at any time, after reasonable notice, change, amend, add to, or modify this Agreement and/or its Company Policy to maintain a viable marketing system, comply with legal requirements and changes in economic conditions, and I shall be bound by and shall operate my business in accordance with any such changes, amendments, additions or modifications.
- I shall properly represent the Company's products in accordance with the Company Policy. All forms of advertising, including, but not limited to audio and visual and printed material, must be submitted and approved in writing by a Company authorized representative PRIOR to its use.
- I agree to buy the products of the Company from the Company or the Company's Designated Distributor ("Designated Distributor") of the Company. All purchase orders will be completed only upon realization of full payment and collection of delivery of the order. The Company may pay bonus to me based on my performance and in accordance with its policies on bonus. I agree to sell the products at a price not exceeding its maximum retail price as printed on the products and in accordance with the Company Policy.
- I MAY AT ANY TIME TERMINATE THIS AGREEMENT BY GIVING 14 DAYS' PRIOR WRITTEN NOTICE TO THE COMPANY. If I elect to terminate this Agreement, the Company shall endeavor that all products which I purchased from the Company or the Designated Distributor and which are in my possession in a resalable condition, may be returned at a discounted price, at the Company's own discretion, in accordance with the Company Policy. For this purpose, all products held by me for more than 365 days from date of purchase shall be considered not to be in a resalable condition.
- The Company may cancel this Agreement at any time with immediate effect and without payment of any nature whatsoever, IF (i) I am in breach of any of the terms of this Agreement and/or the Company Policy, or (ii) I am responsible for any of the acts prohibited in the Company Policy, or (iii) in case of breach of any applicable laws, rules or regulations, or (iv) on the occurrence of any event evidencing the neglect or inability on my part to pay my debts when due to the Company or the Designated Distributor; or (v) I have become bankrupt or insolvent or enter into liquidation or a receiver is appointed to my assets or (vi) if the Company should for any reason arrive at the decision that I should not be continued as its FBO.
- The Company will make the FLP products available to me (either directly or through the Designated Distributor) as an FBO and shall pay me various commissions as set forth in the Company Policy. As long as I am an FBO and not in violation of this Agreement, the Company shall pay me for my successful sales efforts in accordance with the commissions established by the Company Policy.
- I agree that the appointment of sub-representatives by me will be subject to the final written acceptance and approval of the Company of the sub-representative's application. I agree that this Agreement is personal in nature and cannot be assigned, sub-contracted or transferred, except in the event of my death, in which case the same may be inherited by an individual who can qualify as a FBO.
- All disputes and differences arising between myself and the Company shall be subject to the dispute resolution clause specified in the Company Policy.
- This Agreement shall be governed by the laws of India and the Courts of Mumbai, India shall have exclusive jurisdiction over any dispute arising from this Agreement.
- All terms and conditions set out in the Annexure "1" and the Company Policy shall be treated as if specifically set out in this Agreement and shall be fully binding on me.
- I will conduct myself with the highest ethics and integrity. I represent that I have never been convicted of felony or charged with crime involving immoral acts or dishonesty.
- I hereby agree to register my e-mail and mobile number for e-mail & sms alerts.

Sponsor's Signature :

This is an online application. Sponsor sign is not mandatory

Sponsor's Id No :

910900171271

Date : Aug 13, 2020

Sponsor's Last Name

SHARMA

Sponsor's Other Names

NANDINI

Sponsor's Contact #

8847489669

Sponsor's

Address :

HOUSE NUMBER 18/1, NEAR OLD RADHA SWAMI NAHAN

HP

173001 IND

Applicant's Signature :

Date :

For Office Use Only

Entered by : ForeverLiving.com

Verified by :

Modified by :

Comments :

Print 3 copies of this application 1 for Sponsor, 1 for Company and 1 for yourself

Annexure “1”

Terms and Conditions

1. **Intellectual Property** – The Forever Business Owner (FBO) agrees to use the trademarks, trade names and logos relating to the FLP products (the “Products”) only in the registered or agreed style in connection with the marketing and sale of the Products and shall not use such trademarks, trade names or logos in connection with any other products or services or as part of any corporate or any trade name. The FBO recognizes and agrees that all intellectual property rights in or relating to the Products including the trademarks, trade names, logos, copyrights and patents (“**Intellectual Property**”) are and shall remain the sole and absolute property of the Company. The FBO shall notify the Company of any illegal or unauthorized use of any Intellectual Property and shall cease the use of the Intellectual Property from the time this Agreement is terminated and shall not use or adopt any mark, name or logo deceptively similar thereto at any time thereafter.
2. **Title to the Products** – The property in the Products shall not pass to the FBO until the price due in respect of such Products has been paid in full, provided nevertheless that the FBO shall bear the risk of any loss of damage to or deterioration of the Products from whatever cause arising after delivery of the Products to the ex-warehouse/factory or other delivery point designated by the Company as concerns a particular purchase order. The Company shall endeavor that the above terms shall also apply in case of purchase of Products by the FBO from the Designated Distributor or the Company.
3. **Purchase Orders** – The Company has a standard format for placing orders of Products. The Company shall endeavor that FLP Trading or the Designated Distributor from whom the FBO shall purchase Products shall adhere to such format. Such a purchase order placed on the Company or the Designated Distributor shall govern all purchases of Products by the FBO. Purchase orders shall be in such form and contain such contractual terms and conditions as the Company may prescribe from time to time. Provided that should any conflict occur between a purchase order and this Agreement and/or Company Policy, this Agreement and the Company Policy will prevail. The Company may amend purchase orders as it deems necessary or advisable without notice to the FBO. All purchase orders must be accepted in writing before they become binding on the Company or the Designated Distributor and the Company or the Designated Distributor shall be under no obligation to accept purchase orders. Any acceptance of purchase orders shall be effective at the place of acceptance.
4. **Resale of Products** – The FBO shall, subject to applicable laws, regulations and policies, resell the product to retail customers at prices independently agreed upon between the FBO and the retail customer in accordance with the Company Policy. The FBO shall not make any guarantee or representation or give any warranty in respect of the Products other than those previously authorized by the Company in writing. The FBO shall be solely responsible for any representation made without authorization from the Company and shall indemnify the Company from any claims and expense resulting from such unauthorized representation.
5. **Expenses** – The FBO shall bear and pay when due all expenses incurred by the FBO or by his/her team, in the performance of obligations imposed by this Agreement and Company Policy. The FBO shall obtain at his/her own expenses all necessary governmental permits, licenses and other requirements (if and when required) for the Products purchased by him/her and agrees to pay all charges, duties, fees, levies, tariffs or taxes which are assessed against the Products by the government or agency thereof.
6. **Confidentiality** – The FBO shall not use or divulge or communicate to any person (other than as permitted or contemplated by this Agreement or with the written authority of the Company or as may be required by law) any confidential information concerning the products, customers, business, accounts, finances or contractual arrangements or other dealings, transactions or affairs of the Company which may come to his/her knowledge during the continuance of this Agreement. This obligation shall continue after the termination or expiration of this Agreement.
7. **Government Regulations** – The FBO shall be responsible for compliance with all applicable central, state and local statutes and regulations, including, but not limited to, those relating to licensing and direct and indirect taxation and shall notify the Company of any changes in the laws and regulations relating to the nature, method of manufacture, packaging or labeling of the products and taxation.
8. **LIMITATION OF LIABILITY** – THE FBO AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE COMPANY OR ITS AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, DIRECT OR INDIRECT OR INCIDENTAL LOSS OR DAMAGE HOWSOEVER CAUSED OR ARISING (INCLUDING CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FROM THE QUALITY, PERFORMANCE, MERCHANTABILITY, DURABILITY OR FITNESS OF THE PRODUCTS, AND ALL WARRANTIES, CONDITIONS AND UNDERTAKINGS ARE HEREBY EXCLUDED.
9. **Products List and Alteration to Products** – The Company may, from time to time, amend the list of Products by addition or deletion and may alter the specifications or designs of any Products. The FBO shall not change or alter the Products in any manner.
10. **Hold Harmless** – The FBO agrees to hold harmless and indemnify the Company against any loss, damage or expenses, including reasonable attorney’s fees, suffered by and any claims, suits or proceedings brought against the Company or the Designated Distributor which arise out of or in connection with the performance or failure of performance by the FBO of any covenants, obligations or responsibilities contained in this Agreement.
11. **Force Majeure** – Neither Party shall be liable for any loss or damage of any nature incurred as a result of any failures or delays in performance due to any cause or circumstances beyond its control. This includes, but not by way of limitation, any failure or delays in performance caused by any fire, act of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with the laws, orders or policies of any governmental authority which events directly affect the performance of obligations of a party under this Agreement.
12. **Partial Validity** – If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
13. **Authentic Text** – The authentic text of this Agreement is in English language and shall be controlling in the event a question of interpretation or construction should arise. The text of all day to day commercial communication between the Company and the FBO will be in English and, if and when necessary, the FBO will translate local language into English.
14. **Notices** – Any notice required or authorized to be given hereunder, except for routine and typical documentation, shall be served by certified letter return receipt requested or by telex/facsimile addressed to the Company or the FBO (as the case may be) at the applicable address. Any notice so given by letter shall be deemed to have been served seven (7) days after the same shall have been posted, not including the day of posting and any notice given by telex/facsimile shall be deemed to have been served on the day of sending the message. Proof that such letter was properly addressed and put into the post, and in the case of the telex/facsimile, that the message was sent to the correct telex/facsimile numbers shall be conclusive evidence of service. Notice required by this Agreement shall be addressed to any other address as may be specified by either party by written notice to the other.
15. **Entire Agreement** – This Agreement including this Annexure “1” and Company Policy constitutes the entire Agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all previous Agreements, if any, in this regard between the Parties. Any modifications to this Agreement shall not be effective unless it is in writing and signed by a duly authorized representative of each Party.
16. **Waiver** – Failure by any party to exercise any of its rights under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance. Waiver by a party of any of the rights established herein shall not be considered as a waiver of another right established herein.
17. **Interpretation** – The headings of the articles, clauses and paragraphs of this Agreement are inserted for convenience only and shall not affect the construction of the terms of this Agreement. Capitalised words not expressly defined herein shall be construed in accordance with the meaning ascribed to them in the Company Policy.
18. **Assignment** – The FBO is precluded from assigning any of its rights and obligations under this Agreement without the express written permission of the Company. However, nothing in this Agreement shall prohibit the Company from assigning any or all of its rights and obligations under this Agreement to any of its affiliates or group companies.

Applicant Signature_____ Date_____