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## SAMI DIRECT INDEPENDENT DISTRIBUTOR(S) APPLICATION AND AGREEMENT

Sami Direct Marketing Pvt. Ltd.  
No. 30 & 31, 5th Block, 5th Cross, Koramangala,  
Bangalore - 560034, Karnataka, India

Phone No.: + 91 80 40381888  
Fax No.: + 91 80 40381838  
E-mail: customersupport@samidirect.com

Please fill the form in Capital  
Letter with Black Ball Point Pen

### APPLICANT INFORMATION

☐ Individual ☐ Sole Proprietorship\* ☐ Partnership Firm\* ☐ Private Limited Company\* (\* If any of the boxes is checked, please provide relevant documentation )

Applicant's Name / Entity Name:  (IN BLOCK LETTERS)

Father's Name / Husband's Name:  (IN BLOCK LETTERS)

Gender: ☐ Male ☐ Female

Applicant's Date of Birth:  /  /   
DD MM YY

Applicant's PAN Number:

Marital Status: ☐ Married ☐ Single

Mailing Address:

City:  State:  Country:

Pin Code:  E-mail ID:

Contact Details (Please Mention with STD Codes):

Residence Number

Office Number

Mobile Number

### Applicant's Bank Account Details:

Bank Name:  Branch Name:

Account Number:  Name as per Bank A/c:  IFS Code:

### PLACEMENT INFORMATION

Sponsor Name:  Sponsor Code:

Sponsor Phone Number:  Please tick the appropriate position: Left Side ☐ Right Side ☐

### NOMINATION DETAILS

Name:  Relation:

Address:

Date of Birth:  /  /   
DD MM YY

#### REGULAR KIT

- ☐ Regular Kit  
☐ Customised

#### ADVANTAGE KIT

- ☐ Dia Kit  
☐ Wellness Kit  
☐ Joint Care Kit  
☐ Customised

#### ULTIMATE KIT

- ☐ Weight Management Kit  
☐ Dia Kit  
☐ Wellness Kit  
☐ Customised

### SECURITY INFORMATION

User Name\*:  Password:   
(\* Password has to be Alphanumeric )

By signing below I acknowledge that I have read the terms and conditions and that I voluntarily agree, of my own free will, to be bound by them. I certify that the information provided herein is correct to the best of my knowledge.

Signature of the Applicant & Date

### Important:

① Commission will not be paid without the submission of a PAN card copy ② Terms and conditions read and signed ③ Copy of the cancelled cheque attached ④ Placement/Sponsor information is correct

### FOR OFFICE USE ONLY

Membership Code

Checked By

Verified By

## SAMI DIRECT INDEPENDENT DISTRIBUTOR(S) AGREEMENT

This agreement including the Independent Distributor(s) Application overleaf ("Agreement") is fully completed, signed and accepted voluntarily by the applicant [s] "Independent Distributor(s)" of his / her own free will and sets out the terms and conditions between Sami Direct Marketing Private Limited ("Sami Direct") and the Independent Distributor(s) appointing him/her as an "Independent Distributor(s)" of Sami Direct. As an Independent Distributor(s) of Sami Direct, the Independent Distributor(s) may, on a non-exclusive basis purchase from Sami Direct, resell, distribute and market Sami Direct products in the territory of India or use them for personal consumption. In accordance with the terms and conditions herein, the Independent Distributor(s) hereby voluntarily submits its independent distributor(s) application and agrees to comply with the following terms and conditions at all times, subject to which the Independent Distributor(s) affirms that it is being made an independent distributor of Sami Direct.

1. If the Independent Distributor(s) is an individual, he shall be a major i.e. he shall have completed 18 years of age. If the Independent Distributor(s) is a proprietor /private company/partnership firm, the Independent Distributor(s) has to submit a copy of the firms or company's registration certificate/partnership deed/articles of association and memorandum of association at the time of executing this Agreement.
2. The Independent Distributor(s) shall submit the self attested Permanent Account Number ("PAN") card photocopy along with the executed Agreement at the time of registration, failing which no payouts will be released. The Independent Distributor certifies that the PAN number shown on the overleaf is his/its correct PAN number. The Independent Distributor(s) acknowledges and understands that his bank account number, bank name, branch of the bank, IFS Code must be completely and correctly mentioned on the overleaf, failing which Sami Direct is not obliged to make any online transfer or payouts.
3. The Independent Distributor(s) shall purchase a Sami Direct starter kit. Independent Distributor(s) who register online should send their Independent Distributor(s) Agreement along with the relevant documents by courier/email to Sami Direct's corporate office and the Independent Distributor Agreement should reach Sami Directs Corporate Office within seven (7) days from the date of login, failing which the membership code will be deactivated. Sami Direct may reject this Agreement including your application for any reason, at its discretion, including but not limited to the application containing incomplete, inaccurate, false or misleading information. Any alteration or modification of the application will be subject to rejection. This Agreement becomes effective from the date of acceptance of this Agreement by Sami Direct. The date of acceptance of the Agreement shall be the date on which Sami Direct sends a welcome letter to the Independent Distributor(s).
4. The Independent Distributor(s) hereby confirms that he/she has entered into this Agreement as an independent contractor. Nothing in this Agreement shall establish an employment relationship, or any other labour relationship between the Independent Distributor(s) and Sami Direct, and nothing shall establish the Independent Distributor(s) position as procurer, broker and commercial agent, contracting representative or other representative of Sami Direct. When purchasing and selling Sami Direct products, the Independent Distributor(s) shall act as an independent vendor, acting in his/her own name, at his/her own responsibility and for his/her own account. The Independent Distributor(s) is and shall be liable to pay all applicable central or state income taxes, including any employment taxes, value added taxes, services taxes or tax deducted at source as applicable under law.
5. The Independent Distributor(s) acknowledges and agrees that the relation between Sami Direct and the Independent Distributor(s) and his/her/its activities shall be governed in addition to this Agreement by the Business Plan and the Policies and Procedures of Sami Direct which shall be deemed to be incorporated herein and he/she/it shall abide by the terms and conditions of the Business Plan and Policies and Procedures of Sami Direct at all times. The Independent Distributor(s) understands and agrees that Sami Direct may make modifications to the Agreement, Business Plan, the Policies and Procedure and/or the Price List, at its sole discretion and that all such changes shall be binding upon the Independent Distributor(s). All changes to this Agreement, Business Plan, the Policies and Procedures and/or the Price List shall become effective upon the earlier of, the same being reflected (i) on Sami Direct's website; or (ii) in any information sent to the Independent Distributor by Sami Direct. The continuation by the Independent Distributor(s) of the Sami Direct business and the Independent Distributor's acceptance of payout from Sami Direct shall constitute a deemed voluntary acceptance of any and all amendments to the Agreement, Business Plan and/or the Policies and Procedures.
6. The Independent Distributor(s) will not mislead/induce/compel any person with false statements/promise to join Sami Direct or to purchase products. The Independent Distributor(s) shall not sell any Sami Direct product for a price exceeding the maximum retail price mentioned on such product.
7. The Independent Distributor(s) may at his discretion terminate this Agreement at any time by giving a written notice to Sami Direct. Sami Direct may at its absolute discretion immediately suspend / terminate this Agreement and thereby terminate the Independent Distributor(s) from doing the Sami Direct business. Upon termination of this Agreement for whatsoever reason, the Independent Distributor(s) acknowledges and agrees that he shall not: (i) be entitled to return any products that may be in his possession nor claim a refund from Sami Direct; (ii) disturb or adversely influence, whether directly or indirectly, the existing process of Sami Direct including but not limited to the other distributors and customers of Sami Direct in any manner whatsoever; (iii) use the name of Sami Direct in any manner; and/or (iv) make any false claims against Sami Direct or any of its employees/representatives. If an Independent Distributor(s) is willing to rejoin he/she may be readmitted by Sami Direct after the completion of a period of six (6) months from the date of termination of this Agreement.
8. All Payments must be made by a demand draft in favour of M/s. **SAMI DIRECT MARKETING PVT. LTD.**, Payable at Bangalore, Karnataka. Cash payments can only be accepted at the corporate office of Sami Direct.
9. The payouts to the Independent Distributor(s) shall be as per the "Sami Direct Business Plan". The co-applicant acknowledges and agrees that Sami Direct shall deal exclusively with the primary applicant in respect to all business matters and also pay the payouts and /or any other incentives to and in the name of the primary applicant. The login pin and the password issued to the Independent Distributor(s) for generating the membership code cannot be replaced/exchanged under any circumstances. The Independent Distributor shall strictly comply with the confidentiality obligations provided under the Policies & Procedures of Sami Direct.
10. The Independent Distributor(s) agrees to indemnify and hold Sami Direct harmless from and against any and all claims, damages, costs, expenses, including attorney's fees, arising out of his/her/its actions or conduct and that of its employees and agents which may have a direct or indirect adverse impact on Sami Direct, its agents, personnel, employees, directors or any other person associated or connected with it. Sami Direct shall not be liable for any incidental or consequential damages caused by any breach, cancellation or suspension of this Agreement, whether or not the possibility for such damages was known to Sami Direct. The Independent Distributor shall have no claims against Sami Direct, save that any compensation due and payable to it on the date of termination of this Agreement which may be offset or applied against any other dues payable by the Independent Distributor to Sami Direct. In no event shall Sami Direct's liability for damages, under this Agreement exceed any amount received and realized by Sami Direct from the Independent Distributor(s).
11. All disputes and claims relating to Sami Direct, this Agreement, the Business Plan, the Policies & Procedures of Sami Direct or its products and services, the right and obligation of an independent distributor(s) of Sami Direct or any other claims or causes of action related to the performance of either in this Agreement or the Business Plan or Sami Direct's Policies and Procedures shall be settled totally and finally by arbitration to be held in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Bangalore and the proceedings shall be conducted in English. The decision of the arbitrator shall be final and binding on the parties. Each party to the arbitration shall be responsible for its own cost and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of this Agreement. Subject to arbitration, as mentioned above, jurisdiction in respect of any and all disputes arising out of or in relation to this Agreement, the Business Plan and/or the Policies & Procedures of Sami Direct shall vest exclusively in courts at Bangalore.
12. Sami Direct shall not be responsible for delays and failures in performing its obligations due to circumstances beyond its reasonable control, such as strikes, labor difficulties, riots, war, fire, death, curtailment or interruption of a source of supply, government decrees or orders or any other force majeure events.
13. If any provision of this Agreement as it currently exists or as may be amended is found to be invalid, illegal, or unenforceable for any reason, only the invalid provision will be severed from this Agreement; the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, illegal, or unenforceable provision never comprised a part of this Agreement. In the event of any conflict of the terms and conditions of this Agreement and the terms and conditions of the Policies and Procedures of Sami Direct, to the extent only of such terms and conditions, those of this Agreement shall prevail over those of the Policies and Procedures of Sami Direct.