

# VINMAN PRIDE INTERNATIONAL MARKETING PVT. LTD.



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Customer care 0122-2980178

Photo

## ASSOCIATE APPLICATION FORM

Application should be filled in English & Capital Letters.

Sponcer Name		ID. NO.			
How Would You Like to Operate Please tick ( ) your category. (Please provide relevant documentation.)					
Individual		Proprietorship		Partnership firm	
				Private Limited Company	
Applicant's Name					
A Corporate Authorization form is to be fill (not for individual joining)					
Gender		MALE		FEMALE	
				OTHER	
Pan No.					
Husband's /Wife's Name				Pan No.	
Date of Birth				Mobile No.	
(Date/Month/Year)					
UID / Aadhar No.					
E-Mail-					
Bank's Name					
Bank A/c No.			IFSC CODE		
Correspondence Address					
Tehsil/Village & P.O.				PIN Code	
				(Mandatory)	
District			State		
			(Mandatory)		
Permanent Address					
Tehsil/Village & P.O.				PIN Code	
				(Mandatory)	
District			State		
			(Mandatory)		
Photo Identity & Address Proof of the applicant (Attach photocopy) (Mandatory)					
Election card	Driving License	Passport	Ration card	UID / Aadhar card	Any other
Co-Applicant/Nominee Information (Mandatory)					
Name			Relation		
UID / Aadhar No.			Pan No.		
I/WE do not have any objection in receiving any promotional SMS/EMAIL from VINMAN PRIDE International Marketing Pvt. Ltd.					
The form should be submitted at VINMAN PRIDE Head Office or State Office within 30 days.					



# **Terms and Conditions of Agreement Between**

Vinman Pride Internaonal Markeng Pvt. Ltd. and its Business Associate named over leaf.

These Terms & conditions are to be read together with the application, company policies & procedures handbook and collectively they constitute a binding agreement between VINMAN PRIDE and the Direct seller (Associate/ Business Associate) signing this application.

## **1. Eligibility Criteria & Requirements**

**1.1** The applicant confirms and undertakes that he/she is above the age of 18 years and is not disqualified from contracting by any law.

**1.2** Each Business associate will be assigned a unique Associate ID, the associates cannot operate through multiple Associate IDs. The spouse of an Associate will get de facto membership of VINMAN PRIDE as a co-applicant.

**1.3** Applicant must submit the following documents;

- Duly filled application form
- Copy of Government issued Identity Card
- Copy of Residential Proof
- Copy of Permanent Account Number (PAN)
- Passport size photographs
- Cancelled Bank Cheque / Passbook Front Page

**2. No Employee-Employer relationship:** The Direct seller confirms that he/she/they has/have entered into this agreement as an independent contractor. Nothing in this agreement shall establish either an employment relationship or any other labour relationship between parties or a right for Direct seller to act as a producer, broker, commercial agent, contracting representative or other representative of VINMAN PRIDE or its affiliated/ subsidiary company.

**3. Joining is Free:** Joining as an VINMAN PRIDE Associate (direct seller) is Free of Cost. Company reserves the right, at its sole discretion, to accept or refuse any application. Prospective associate /new Joinee is required to undergo mandatory orientation session about direct selling and company.

**4. Duration:** Upon acceptance, the Direct Seller shall continue to be a business associate of the Company for a period of 24 months in the event of non-operation. This Direct Selling Agreement shall be valid for 24 months, shall automatically terminate in the event of non-functioning after a period of 24 months or earlier and shall continue in full force unless and without notice by either party. is not terminated before

**5. VINMAN PRIDE Business Plan Benefit** are solely based on efforts put in by the Business Associate in building their VINMAN PRIDE business by buying and selling of VINMAN PRIDE products. Such benefits will continue to be enjoyed till a Business Associate shows an active engagement. In the event of non-engagement for a continuous period of 6 months such benefits will be limited only to earning a retail profit margin however such a Business Associate will not be entitled to build his business team or to enjoy benefits of the efforts of his/her business team. During the term of this agreement a Business Associate can start to earn all the benefits by actively engaging himself/herself in building VINMAN PRIDE business by buying and selling VINMAN PRIDE products.

**6. Cooling off period:** Newly joined business associates shall have a cooling off period of 10 days to cancel the agreement and receive full refund against the product purchased in this period. Company also offers 30 days product return policy for currently marketable goods sold.

## **7. Activation of the Associate ID:-**

**7.1** The new Joinees' are necessarily required to register themselves online on the company's web portal. An associate shall verify his/her details through a mobile number with the help of an OTP (One Time Password) which will be sent to the mobile number which the associate is intended to get registered. Only one registration is possible via one registered mobile number.

**7.2** If the Associate cannot verify his/her mobile number instantly with an OTP then he/she can do so within next 48 hours after filling the online application form, failing which the Associate ID will be terminated automatically. Till the time the business Associate does not verify his/her mobile number, he/she cannot sponsor anyone and/or purchase anything from the company.

### **8. Duties & Obligation for Business Associates**

**8.1** No Associate can introduce/produce or sell any business support material without the consent or approval from VINMAN PRIDE. This will amount to infringement of Intellectual property rights of the company.

**8.2** VINMAN PRIDE through its diverse range of products gives the Business Associates' an opportunity to start business. On becoming the VINMAN PRIDE Business Associate the products are available at Discounted Rates which can be sold on MRP (but not beyond the MRP) and the Business Associate can introduce new people to start their respective businesses.

**8.3** The Business associate shall carry/wear the identification cards (ID cards) issued by the company through their respective online Portals and will seek prior appointment with customer for initiation of sale, Direct seller shall identify himself/herself and the company, provide contact details to the customer & would truthfully represent the nature of products in the manner consistent with the claims authorized by the company.

**8.4** The business associate shall not use misleading deceptive or unfair trade practices and not misrepresent actual or potential sales/ earning advantages of Direct selling. Direct seller shall not make any false representation/ promise relating to direct selling, earning potential, remuneration system etc.

**8.5** Commissions or bonuses to business associates are paid solely based on sale of products and no payment will be made only for recruitment of new business associate.

**8.6** The Business associates shall be guided by provisions of Consumer Protection Act, 1986 and shall comply with Direct selling guidelines issues by the Central and state governments, be responsible for payment of any tax liability on their earning and all local and municipal laws, ordinance, rules, and regulations, guidelines and shall make all reports and remit all withholdings or other deductions as may be required by any such law.

**8.7** The Business associate can market or sell the VINMAN PRIDE products by using any online medium like apps and web-portals, provided that the Business associate shall sell the product only at the MRP.

### **9. Ethic for business associates**

**9.1** An Associate is expected to be truthful and accurate in offering VINMAN PRIDE Business opportunities or selling VINMAN PRIDE Products. He should not make false claims about the quality, uses, opportunities, products, earnings & efforts required to build the business.

**9.2** An Associate in one line of sponsorship must buy all the products either directly from VINMAN PRIDE or from its recognised stores and authorised outlets or from his/her sponsor. No Associate shall engage in Cross-Group Selling.

**9.3** An associate must not engage in any deceptive or unlawful trade practices as defined by any Central, State or Local law or regulation.

**9.4** An associate will keep in confidence all trade secrets and agrees not to enter or participate in a competing business activity in any direct selling company.

**9.5** All the payment towards the purchase of VINMAN PRIDE products shall be made to the authorized distributor outlet of VINMAN PRIDE, The company will not be responsible for any loss, if the money has been entrusted to somebody else except the authorized dealer/representative/ outlet of VINMAN PRIDE.

**10. Termination of agreement: -**

In order to retain the status of business associate, the Direct seller needs to demonstrate his activity by involving itself in sale of the VINMAN PRIDE products through his Associate ID, if a person fails to make any sale/purchase for a period of 2 years from the date of contract or the last sales made the contract shall come to an end by giving a notice. VINMAN PRIDE may in its absolute discretion immediately suspend and/or terminate the Business Association by notice in writing with the Business Associate in the event that VINMAN PRIDE has reasonable grounds to believe that the Business Associate has breached any provision of this agreement, its rules, regulations, policies or procedures as amended from time to time and the company shall not be liable for any incidental or consequential damages caused by its breach, cancellation or suspension of this agreement, whether or not the possibility for such damages is known to VINMAN PRIDE.

**11. Assignment of rights & duties: -**

This agreement is entered on a personal basis and may not be assigned or transferred by the Business Associate to a third party without the written consent of the company.

**12. Rejection of application:**

IMC may reject any application for any reason, at its discretion, if the application contains incomplete, inaccurate, false or misleading information. Any alteration or modification will be subject to verification.

**13. Modification by the Company**

VINMAN PRIDE expressly reserve the right to alter, modify or amend its rules & regulations which includes but does not limit to product prices, policies & procedures, product availability and compensation plan. If the Business associate do not agree to be bound by the said amendment, then he may terminate this agreement with immediate effect by giving a written notice to the company. His/her continuation as a Business associate constitutes as an affirmative acknowledgement by the business associates to have agreed to such amendment and be bound by the same.

**14. Dispute Resolution:**

All disputes or differences arising out of or in relation to this agreement shall be referred to a sole arbitrator to be appointed by the director of VINMAN PRIDE, whose decision shall be binding on the parties according to the provisions of "The Arbitration Act, 1996". The venue of arbitration shall be in Hapur (UttarPradesh).

**15. Clause of severability**

If any provision of these terms & conditions is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**16. Limitation of liability**

Companies liability whether under agreement or otherwise, arising out of or in connection with this agreement shall not exceed the lesser of (a) actual damages or loss accessed by the arbitrator ( b) the total commission earned by the direct seller during the six months period preceding the date of the dispute.

**Declaration by the applicant:** I hereby declare that I have read all the rules of the company and I will strictly abide by all the rules of the company if at any time any information or declaration given by me is found to be false or misleading, The VINMAN PRIDE may at its sole discretion cancel/suspend or terminate this Agreement/my/our appointment. as a business associate. i wouldn't mind it

Applicant's Signature

Sponsor's Signature



