AFFIX PHOTO
(3.5cmX4.5cm)

Applicant's Photo

**PARAMSTRONG LIFECARE**


PARAMSTRONG LIFECARE PVT. LTD.
1st Floor 104, Archana Tower
Teli Mohalla, Madanganj-Kishangarh
Distt.-Ajmer (Rajasthan) 305801
Tel.: +91 89055 13535


OFFLINE

IDENTIFICATION NUMBER

The number above will be my ParamStrong lifecare ID Number once this Application is accepted

AFFIX PHOTO
(3.5cmX4.5cm)

Spouse's Photo

## PARAMSTONG LIFECARE PVT. LTD. APPLICATION AND AGREEMENT

This Application must be completed accurately and in its entirety in order to be considered by Paramstrong Lifecare Pvt. Ltd

## APPLICANT INFORMATION

First Name | Middle Name | Last Name

*Prior to commencement of food business it is mandatory to obtain FBO registration/license

Residential Address (P.O Boxes are not accepted)

City | Sate | PIN Code

Country Code | Area Code | Day Phone

Country Code | Mobile Phone

Country Code | Area Code | Evening Phone

By providing your phone number you have consented to receive telephonic Communication and thus override your registration under DND.

Email Address your email address must be unique and not shared by another Associate By providing your email address, you have consented to receive consented to receive commerical email communication from Paramstrong lifecare

Date of Birth (month-spelled out) | (day) | (year) | (age)

Please tick applicable document : Proof of address/proof of identity - voter ID ☐ Ration card (only if te contains applicant's) Photography) ☐ Aadhar Card ☐ Drivers License ☐ Passport ☐ PAN Card ☐
Attach copy of document along with the applicaion. If PAN is attached please include one document for address as mentioned above. BankPhone Bills ☐ from Goverment owned telecom companies Attach copy of document along with the application. If PAN is attached please include one document for address as mentioned above.

Applicant's Aadhar Card No. | Applicant Pan Card No. | FSSAI Registration number (Mandatory)*

Bank Account Name | Bank IFSC Code | Bank Account No.

Spouse's Last Name | First Name | Middle Name

* Spouse's name is for recognition purpose only and is not an indication of ownership or entitlement.

## SPONSOR'S INFORMATION

sponsor's Name (print)

Phone

P S

Sponsor's Paramstrong lifecare ID Number

## ORGANIZER 'S INFORMATION

sponsor's Name (print)

Phone

P S

Paramstrong lifecare Organizer ID Number

## Associateship

**1. Becoming a Associate :** I hereby apply to be an Associate of Paramstrong lifecare on the terms and conditions set forth below and in the "Materials" (as defined below) I will become an Associate only when this Application is accepted by Paramstrong lifecare in its sole and absolute discretion by entering my Associateship into in records ate Paramstrong lifecare Office In India. Until then I am granted a limited, revocable right to buy and. If I choose, to resell Paramstrong lifecare @ Products.

2. **Prior Associateship or Particpations :** I acknowledge that the Rules of Contact require One-year period of inactivity following: resignation of any prior Associateship or if my spouse or i previosly owned or assisted in the operation of an Paramstrong lifecare Associateship or Distributorship, I will complete the following information which I respresent and warrant is true:

Prior Associateship ID:_____Name_____Application Date:___/___/___/ connection with that Associateship___/___/___/

Month Day Year Month Day Year

**I hereby acknowledge that I have reviewed and understand this Paramstrong lifecare Associateship Application and Agreement, including all of the documents defined herein as "Materials" which are incorporated herein, and that I agree to be bound by all of them.**

Applicant's Signature:_____ ___/___/___
Month Day Year




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Design for : Paramstrong lifecare Pvt. Ltd.

# PARAMSTRONG LIFECARE PVT. LTD. AGREEMENT

THIS AGREEMENT (the "Agreement") is made on [Date ..... Month..... Year.....], by and between [Paramstrong lifecare Private Limited], a Company incorporated under the provisions of the Companies Act, 1956 and the term and conditions are construed in accordance with model guidelines on direct selling issued by the Government of India ,Ministry of Consumer Affairs, Food & Public Distribution Department of Consumer Affairs on 9th Sep 2016 (F.NO 21/18/2014 –IT{VOL-II}) and having its registered office at 1st Floor 104 Archana Tower,Teli Mohalla, Madanganj-Kishangarh, Distt- Ajmer (Raj.) 305801 (the "Paramstrong lifecare Private Limited ") and [Associate} a Company/ Individual, having office at [Address ..... Address..... City..... State..... Pin Code.....] (the "Direct Selling Associate").

**NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:**

## 1. Definitions

As used herein, the following terms shall have the meanings set forth below:

A. Direct Seller will have the title of " Associate"

B. "Direct Selling" means marketing, distribution and sale of goods or providing of services as a part of network of Direct Selling other than under a pyramid scheme, Provided that such sale of goods or services occurs Otherwise than through a "permanent retail location" to the consumers, generally in their houses or at their workplace or through explanation and demonstration of such goods and services at a particular place

C. "Direct Selling Entity", means an entity i.e. [ Paramstrong lifecare Private Limited, not being engaged in a pyramid scheme, Which sells or offers to sell goods or service through a direct seller? Provided that "Direct Selling Entity" does not include any entity or business notified otherwise by the Government for the said purpose from time to time.

## 2. Indemnification by Associate

Associate shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts of Associate or misrepresentation or breach of any obligations under this agreement.

## 3.Conduct for the Protection of Consumer

1.1 The relationship between Paramstrong lifecare Private Limited and Associate shall be determined as per the written agreement between the parties which shall contain the rights and obligations that are expressly provided as conditions for the conduct of Direct Selling businesses well as provide for the obligation of the Paramstrong lifecare Private Limited and the Associate in terms of these guidelines;

1.2 All other rights and obligations shall be determined as per the express Terms of written agreement between a Paramstrong lifecare Private Limited and Associate;

2 . Paramstrong lifecare Private Limited will be liable for grievances arising out of sale of products, services or business opportunity by its Associates;

3. It will be the responsibility of the Paramstrong lifecare Private Limited to monitor and control the practices/methods adopted by the Associate;

4. Associate and Paramstrong lifecare Private Limited shall take appropriate steps to ensure the Protection of all private information provided by a consumer;

5 . Direct Sellers and Paramstrong lifecare Private Limited shall be guided by the provision of the Consumer Protection Act1986;

6 . All complaints received over phone, email, website, post and walk-in should have a complaint number for tracing and tracking the complaint and 15 days taken for redressal

7. Paramstrong lifecare Private Limited will constitute a Grievance Redressal Committee Whose composition, nature of responsibilities shall include but not limited to:
a) The Grievance Redressal Committee shall consist of at least three officers the Paramstrong lifecare Private Limited b)The Grievance Redressal Committee shall address complaints and inform complainants of any action taken;
c) Complaints may be made by any member of the general public against a Associate of the company, an employee or any other officer of the entity;
d) All such grievances will be resolved directly by the Paramstrong lifecare Private Limited;

8. Associate who sells or offers for sale, including on an e-commerce platform/marketplace, any product or service of a Paramstrong lifecare Private Limited must have Prior written consent from the respective Paramstrong lifecare Private Limited in order to undertake or Solicit such sale or offer.

## 4. Refunds Polices

Notify and provide a full refund or buy back guarantee to every Associate on Reasonable commercial terms which can be exercised within a period of 150days, From the date of the distribution of the goods or services to the Associate ;From the consumer refund of product in 30 days

## 5. Term and Termination

A. Term. This Agreement shall commence on the date first written above for a period of [1 years] unless terminated earlier as provided herein below.

B. Termination. Either party to this agreement shall have the right to terminate this agreement with or with out cause with a thirty (30) days written notice to the other party.

C. Return of Materials. All of Company's trademarks, trade names, data, photographs, literature, and sales aids, customer related database of every kind shall remain the property of Company. Within five (5) days after the termination of this Agreement, Direct seller shall return all such items to company. Associate shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, Associate shall cease to use all trademarks, marks and trade name of Company.

D. This agreement will be reviewed by the company after a period of [12 months]. Any Direct seller not performing to the full satisfaction of the company in terms of securing new orders and company's policies is liable to be terminated.

## 6. Limitation on Liability

In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures or commitments in connection with the business or goodwill of Company or Direct seller.

## 7. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of Republic of India. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Kishangarh (Ajmer)

## 8. Entire Agreement

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to neither this Agreement, nor any waiver of any rights under this Agreement to be done unilaterally and it shall be effective unless in writing signed by the party to be charged.

## 9. Notices

Any notices required or permitted by this Agreement shall be deemed given to registered Address of both parties .

## 10. Arbitration

In case of any dispute the matter first should be solved through arbitration

| For Company | | For Associates | |
|---|---|---|---|
| [Name] | PARAMSTRONG LIFECARE PVT. LTD. | [Name] | |
| [Address] | 1st Floor 104, Archana Tower<br>Teli Mohalla, Madanganj-Kishangarh<br>Distt.-Ajmer (Rajasthan) 305801 | [Address] | Age |
| Date: | Place: | Date: | Place |

Authorised Signature

Associates Signature