

DISTRIBUTOR APPLICATION + AGREEMENT FORM (DAF)



MAKE SMILE
MARKETING PVT LTD

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Dad Ludhiana 142022
Customer Care: 0161-2912598
CIN: U51909PB2022PTC057515
www.msilemarketing.com

Sponsor ID. _____

Sponsor Name _____

PLEASE FILL THE FOLLOWING IN CAPITAL LETTERS

Distributor's Name (Please fill your name as per your bank records)

DATE OF BIRTH

Mr. / Ms. / M/s _____ MS-ID _____
(FIRST NAME) (LAST NAME)

____/____/____

Father's Name/ Spouse _____

Mobile _____ E-mail _____

Address _____

_____ Nationality _____

City _____ State _____ Pin _____

Aadhar Card No. _____ Pan Card NO. _____

Bank _____ A/c. _____ IFSC _____

Nominee's Name _____

Relation with Applicant _____ DATE OF BIRTH ____/____/____

Have you/any of your family #member(s) been Makesmile Distributor(s) in the past or are presently Makesmile Distributor(s)

Yes No (Please tick the correct response. This is mandatory.)

The undersigned Distributor acknowledges that he/she fully understands all the Terms and Conditions* mentioned here in at the back of this Application Form as well as in My Success Plan (Business Plan) and hereby agrees to comply by all terms laid down along with further amendments made from time to time and uploaded on the Company's website.

The Distributor fully understands the implications of the terms and conditions and, therefore, binds himself/ herself into a legal contract with Makesmile as per the Indian Contract Act, 1872, and other applicable laws. Further, the Distributor acknowledges and agrees that he/she shall read and abide by My Success Plan (Business Plan), the Direct Selling Guidelines 2016, the Consumer Protection (Direct Selling) Rules, 2021 issued by the Department of Consumer Affairs and all amendment there to (which shall also govern the conduct and mode of business of the distributor under the present contract).

Any amount payable to the Distributor as Commission/Bonus by the Company is inclusive of all taxes, by whatever name they are called, including I. Tax, GST, Professional Tax, Surcharge, Cess and other taxes. These taxes shall be payable by the Distributor as and when they are required to be paid as per prevailing laws.

(Please send us a photocopy of your Aadhar Card +PAN Card+ Bank Passbook for details updation.)

I hereby confirm that I have personally explained to him/ her about the company's policies and activities as per My Success Plan (Business Plan).

He/ She is willing to become a Makesmile Distributor after understanding the same.

Affix you passport size photo

Dated.....

Signature.....

Terms and Conditions



DISTRIBUTOR APPLICATION + AGREEMENT FORM

- This form is an application and an agreement to appoint a person as a self-employed and independent
- Distributor of Makesmile. This form along with My Success Plan (Business Plan) shall together be constructed as a validly entered contract (upon its acceptance) and the Distributor. Makesmile shall be bound by the terms and conditions herein. The Distributor shall not commence/ undertake Makesmile business unless it has duly executed this form and has acceptance of the same in terms of Makesmile policy.
 - Each applicant should be at least 18 years of age, 21 years in case the applicant is based in Maharashtra, at the time of application, to become a Makesmile Distributor.
 - The contract between the Distributor and Makesmile is on a principal-to-principal basis. The signing of this form/ application by a Distributor and its acceptance does not bind the Distributor as an employee or agent of the Company.
 - Distributors are not permitted, under any circumstances, to advertise, market or deal in any manner with any product and/ or services, which are not approved by Makesmile in its network.
 - The Distributor shall not make any claim that is not consistent with claims authorized by Makesmile.
 - The Distributor shall attend the mandatory orientation (face-to-face/online session) given by Makesmile regarding provision of fair and accurate information on all aspects of the direct selling operation, remuneration system and expected remuneration for newly recruited distributors. The date of such an orientation session will be available to the Distributor on the company's website.
 - The Distributor shall take appropriate steps to ensure protection of all confidential information provided to him/her by customers.
 - Husband and wife, desirous of becoming Distributors have to be sponsored under a single distributorship. If the spouse is already a Distributor, then the other must join as a part of the same business.
 - In case, a Distributor has disclosed in the DAF that he/she or any of his/her family member has/had been a Distributor of Makesmile in present/ past, then the Distributor is joining Makesmile at his/her own risk. If any evidence of Cross Sponsoring or any other violation of the DAF and the My Success Plan (Business Plan) are found, the Company will be entitled to take steps as per the terms of the My Success Plan (Business Plan), including the termination of the Distributor ID and shifting of the network as per the My Success Plan (Business Plan).
 - A Distributor is permitted to sell the products/ services on an e-commerce platform/ market place, only if he/she has taken prior written consent from Makesmile to do the same.
 - The distributorship is non-transferable.
 - In case of any grievance or complaint received by the Distributor from a customer regarding any Makesmile product being sold in pursuance of this contract, the Distributor shall refer such complaint to the Grievance Redressal Committee of Makesmile, which shall address such grievances within 30 (thirty) days. The decision of the Grievance Redressal Committee regarding such complaints shall be final.
 - This distributorship agreement may be terminated in case no sales of goods or services take place for a period of 2(two) years from the date of the agreement, after giving 30 days prior notice through a valid mode of communication
 - The Distributor here by authorizes Makesmile to send WhatsApp/ Text messages related to Makesmile business updates on his/her registered mobile number with Makesmile.
 - All disputes are subject to the jurisdiction of Government of India.
 - The Distributor's spouse shall be deemed to be his/her nominee unless the Distributor has nominated someone else as the nominee in the DAF or subsequently has submitted the prescribed nomination form and has nominated some other person/entity as his/her nominee. In case, the Distributor submits a nomination form either at the time of the submission of the DAF or subsequently, the nomination made in the nomination form shall take precedence over the nomination made in the DAF, in case of a conflict.
 - In case, it is found that any information submitted through the DAF is wrong/ inaccurate or the KYC documents are forged, fabricated or altered, the Company will be entitled to take steps as per the terms of the My Success Plan (Business Plan), including the termination of the ID and shifting of the network as per the terms of the My Success Plan (Business Plan).
 - There shall be a cooling-off period of 30 days along with a buyback policy which are mentioned in detail in the My Success Plan (Business Plan)..

I agree to the above terms & conditions

Signature of Applicant

Signature of Upline