



## DIRECT SELLER APPLICATION FORM

ID NO :

Date :

### PERSONAL INFORMATION

Full Name :

Gender :  Male  Female

Date of Birth :   
D D M M Y Y

Full Address :

Shipping Address :

City :

District :

State :

PIN Code :

Mobile No. :

Mail Id :

Status :  Single  Married

PAN No. :

Aadhar No. :

### BANK DETAILS

Name of the Bank :

Acc No. :

Branch :

IFSC Code :

### NOMINEE DETAILS

Nominee Name :

Relationship :

# TERMS & CONDITIONS

These Terms & Conditions are to be read together with the Application, Company Policies & Procedures, Biosys Rules of Conduct and collectively they constitute a binding contract between Biosys Lifesciences Pvt. Ltd (Company) and Direct Seller signing this application.

## 1. Definitions:

a) Direct Seller: shall mean a person appointed by the Company on a principal-to-principal basis through this Direct Seller Contract to undertake sale, distribution and marketing of Biosys Lifesciences Pvt. Ltd products and services and to register Preferred Customers. A Biosys Direct Seller may introduce or sponsor another direct seller and support them to build their direct selling business of Biosys Lifesciences Pvt. Ltd goods & services.

b) Direct Seller Contract: shall mean and include the following:

- i. The Direct Seller Application Form;
- ii. These Terms and Conditions forming part of Direct Seller Application,
- iii. The Biosys Lifesciences Pvt. Ltd Compensation Plan; and
- iv. The Policies and Procedures, Biosys Rules Of Conduct; as amended from time to time. The Company may notify any such amendment on its website, [www.Biosyslife.com](http://www.Biosyslife.com)

c) Territory: shall mean the Republic of India.

## 2. Effective Date:

Shall mean the date of submission of the duly filled Direct Seller Application, subject to approval by Biosys Lifesciences Pvt. Ltd.

## 3. Legal Requirement:

Applicant confirms that he/she is above the age of 18 years, of sound mind and not disqualified from contracting by any law. Applicant is entering into this contract with free consent after undertaking mandatory orientation session about direct selling and remuneration system of the Company.

## 4. Applicant must submit the following

- a) Duly filled in Application form
- b) Copy of Government issued Identity Card
- c) Copy of residential proof
- d) Copy of Permanent Account Number (PAN) Card
- e) Passport size photograph
- f) Cancelled bank cheque.

(Any of the following document could be furnished as proof of address; Aadhar Card/Voter I D/ Driving License/ Ration Card/ Passport.)

# TERMS & CONDITIONS

## 5. Registration

Company reserves the right, at its sole discretion, to accept or refuse any application. Biosys Lifesciences Pvt. Ltd do not charge any registration, joining or renewal fee. Upon acceptance the person will remain a Direct Seller for a period of 24 months. To keep the Direct Seller status beyond this period the Direct Seller needs to demonstrate his/her activity during the past 12 months.

## 6. Duration

This Direct Seller Contract, shall remain valid and continue to remain in full force unless terminated earlier by either Party with or without cause by given notice according to the provisions given in Policies and Procedures Biosys Rules of Conduct.

## 7. Cooling Off Period

Newly joined Direct Seller shall have a cooling off period of 10 days to cancel the contract and receive full refund. Company also offer 30 days buy back guarantee for currently marketable goods or services sold.

## 8. Commission or Incentives

Commission or incentive to Direct Seller are paid solely based on sale of products and no payment will be made only for recruitment of new Direct Seller.

## 9. Obligation of Direct Sellers

- a) Direct Seller shall carry the Identification card (ID Card) issued by the Company and will seek prior appointment with customer for initiation of sale, Direct Seller shall identify themselves and the Company, provide contact details to customer and would truthfully represent the nature of products in the manner consistent with the claims authorized by the Company.
- b) Direct Seller would provide accurate and complete explanations and demonstrations of goods, time and place to inspect the sample and take delivery, prices, credit/payment terms, terms of guarantee, goods return policy, right to cancel the order and complaint redressal mechanism of the Company.
- c) Direct Seller shall be guided by provisions of The Consumer Protection Act 2019 and shall comply with The Consumer Protection (Direct Selling) Rules, 2021., be responsible for payment of any tax liability on their earning and all local and municipal laws, ordinances, rules, and regulations, guidelines and shall make all reports and remit all withholdings or other deductions as may be required by any such law.

# TERMS & CONDITIONS

d) The Direct Seller shall, throughout the validity of this Direct Seller Contract, strictly adhere to all applicable laws, regulations and other legal obligations that affect the operation of his/her/their business. The Direct Seller shall be responsible for obtaining any applicable registration, license, approval or authorization, to carry out the business as Direct Seller, copy of which shall be provided to the Company upon request.

e) Direct Seller 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.

## **10. No Assignment**

Direct Seller shall not assign any rights or delegate his duties under this Agreement without the prior written consent of Company.

## **11. No Employment Relationship**

Direct Seller confirms that he/she/they has/have entered into this contract 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 procurer, broker, commercial agent, contracting representative or other representative of the Company.

## **12. Right to Modification**

Company expressly reserves the right to alter, modify or amend product prices, policies and procedure, product availability and compensation plan. If the Direct Seller do not agree to be bound by the said amendment, he/she may terminate the contract with immediate effect by giving a written notice to the Company, otherwise Independent Distributor's continued relationship with the company will constitute an affirmative acknowledgment by the Direct Seller to having agreed to such amendment and be bound by same.

## **13. Termination of Direct Seller Contact**

Company reserves the right to terminate the Direct Seller who fails to adhere any of the terms and conditions/ policies and procedure of the Company.

## **14. Advertisement**

Direct Seller is allowed to advertise on the internet through an approved company website ([www.Biosyslife.com](http://www.Biosyslife.com)) however Direct Seller is strictly prohibited from selling or promoting company products on internet shopping or auction sites, e-commerce platforms.

# TERMS & CONDITIONS

## 15. Severability Clause

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

## 16. Governing Law

The Direct Seller Contact and all questions of its interpretation shall be governed by and construed in accordance with the laws of Republic of India, without regards to its principles of conflicts of laws. The Agreement is civil in nature and hence, it is to be governed and construed in accordance with the Indian Contract Act, 1872, the Code of Civil Procedure and other applicable laws of India.

## 17. Dispute Settlement

Any dispute arising out of this agreement or in any manner touching upon it, the same shall be settled through arbitration under Arbitration and Conciliation Act 1996 with all statutory amendments, by a sole arbitrator to be appointed by a Director of the Company, who may be specifically authorised by the Board of Directors of the Company in this regard. The venue of arbitrator shall be Assam.

I, affirm that have read and understood Direct Seller Application Form along with Biosys Rules of Conduct, undertaking for doing business. I confirm that the above information is true by taking full responsibility for the same with commitment that any information given will be the grounds for rejection of my application.

I signify my agreement to its contents by signing below or online.

**Direct Seller**

**Accepted by**

Signature

BIOSYS LIFESCIENCES PVT LTD