

## DISTRIBUTOR REGISTRATION FORM

H.O.: Sonata Commercial Co-Op Society, B-209, 2nd Floor, Plot No. P – 46/1,  
Near ICICI Bank, MIDC, Dombivali (East) 421203

### Sponsor Information

- Sponsor Name :
- Sponsor ID :
- Position : ☐ Left ☐ Right

PHOTO

### Package Information

- Select Product :

### Payment Information

- E-Pin Sr. No. :

### Personal Information

- Title Mr. ☐ Ms. ☐ Mrs. ☐ Company ☐
- First Name :
  - Middle Name :
  - Last Name :
  - Date of Birth :  DD  MM  YYYY
  - Marital Status : ☐ Single ☐ Married
  - City :
  - District :
  - State :
  - Pin Code :
  - Mobile :
  - Address :

### Nominee Information

- Nominee Name :
- Relation with Applicant :

### Banking Information

- Beneficiary Name :
- Bank Name :
- Branch Name :
- PAN No. :
- IFSC Code :
- Account No. :
- Pan Applied : ☐

**Amount (Non Refundable) : For E-pin**

Distributor Signature & Date

# Terms & Conditions



## SPS Lifestyle Pvt. Ltd.

SPS Lifestyle Pvt. Ltd. is pvt. Ltd. Company.

Regd.off.: Sonata Commercial Co-Op Society, B-209, 2nd Floor, Plot No. P – 46/1, Near ICICI Bank, MIDC, Dombivali (East)

Regd No.: U74120MH2011PTC218378

Hereinafter referred to as "Company, has been incorporated with the primary/ main objective of marketing all types to products. The Company also desires to show its gratitude to people who join the Company (hereinafter referred to as Associate) and who trust in the quality and service offered and keeping them in mind. The Company has designed a BUSINESS PLAN, based on the principle of Network Marketing, hereinafter referred to as "NWM". The Named Associate shall in writing agree to become the Associate on the terms and conditions agreed to between the parties set out more specifically hereinafter.

**1. SPS Lifestyle Pvt. Ltd. PRICE:** means the price paid by the Associate to the Company to be able to avail of the Product as well as the right to Market the Product of the Company according to the Business Plan. PROPRIETARY INFORMATION means information about the Company and/or products, plans etc. given to the Associate in order to enable the Associate to market the Product and includes all oral instructions and all documents, Compact disks, Diskettes and information provided by electronic media etc. to be used by the Associate according to the Business Plan. PROSPECTING means to identify a Third Party and underline to the said party the benefit of purchasing the Product of the Company. SALE means the sale of the Product by the Company to the Associate on payment of the price in pursuance of the Associate filling up of an online application for receiving the product agreeing to abide by this agreement, which will be construed as an agreement entered between both the parties. NOMINEE means the person named by the Associate in the application form and consented to by the company to succeed to his rights to incentive and capacity. THIRD PARTY means subject to the clause defining market, a person who is not the Associate of the Company. Provided however that the Associate is entitled to enter into a similar agreement with the Company for a Maximum of 7 (Seven) times, with the written consent of the Company. Cross sponsoring & joining in other line than your downline is strictly prohibited. VIOLATION means the breach by the Associate of any of the terms contained herein or intimated otherwise to the Associate.

**2. Representations of the Associate :** The above named Associate states as follows: (a) That the Associate /all partners of the firm is/are major and is/are, therefore, competent to enter into this agreement. (b) That the Associate/all partners of the firm is/are of sound mind and is/are not insolvent(s) at the time of accepting this agreement, nor has/have been declared to be so nor convicted of any offence in the past by any Competent Court in India. (c) That the Associate/all partners of the firm is/are not at present engaged in any business, which is in competition with the Business undertaken by Company. (d) That the information supplied by the Associate in the application form is true upon his knowledge and that the Associate understand that the Company reserves the right to reject any application for the product or for renewal without giving any reason for such reactions.

**3. Nature of the Agreement:** The Parties hereby agree that the Associate is not an agent, employee, partner, shareholder or any other legal representative of the Company and has no authority to bind the Company by entering into any agreement on its behalf. The Associate Shall be solely responsible for the payment of such taxes as may be applicable to the Associate. The Associate has purchased the product sold by the Company referred to hereinafter as the price for a period of 1 (one) year from the date of agreement. (i.e. joining date). The said purchase entitles the Associate to market the product of the company in that capacity. It is further agreed that the Associate shall act according to the Business Plan provided to him by the Company from time to time and in no other capacity or manner. Based on the said Business Plan, the Associate shall be paid an incentive as consideration for acting in the said capacity. The entire cost of marketing the Product of the Company in the capacity of the Associate will be borne by the Associate and the Company shall not share any of the expenses incurred by the Associate.

**4. Liability of Company:** The Associate understands and agrees as follows :- (a) All advertisements of the Product marketed by the Company, will be the sole right and responsibility of the Company and that the Associate is prohibited from indulging in any activity to solicit business for the Company, including oral, visual, virtual or written communication in any form as prescribed in the Business Plan of the Company. The Associate is not authorized to use own stationery and must use stationery supplied by the Company. The Associate must use only the promotional material of the Company & not print his own material. (b) The Company will not be liable for any statement or representation made by the Associate, which is not substantiated by the Business Plan provided by the Company to the Associate. (c) The Associate is not authorized to issue or receive notices of any kind for and on behalf of Company and that Company is not bound nor liable to take cognizance of the said notice, if any, issue or received by the Associate. (d) The Associate having once purchased the product is not entitled under any circumstances to sell the same to any other Third Party and the party so purchasing the Product from the Associate shall in no circumstances enter into any contractual relationship with the Company, as a result of sale. Further the said party shall have no recourse to the Company for any damage suffered by the said party. (e) The sales of the product shall be sole right of the Company and the Price shall be paid by the prospective Associate directly to the Company. If the Associate prospects any further Associate, the price payable by the prospective Associate shall be paid directly to the Company and not through the new Associate. (f) The incentive payable to the Associate for marketing the product to another new Associate according to the business plan of company, will become due only after the company has actually received the price from the stipulated number of Associate prospect by the said Associate according to the said Business Plan. (g) The Associate or any other Associate to whom the product was marketed by him will not have any right, title, interest or claim on any of the assets or proprietary information, belonging to the company and shall never initiate any action to claim a share in the same. (h) That the Associate understands clearly that the maximum incentive to which the said Associate shall be entitled under this agreement as per specified in incentive plan. (i) The Associate understands clearly that the processing fees will be deducted every time when the incentive will be released. (j) The Associate shall not be entitled to inspect the account of the company, nor will be the Associate been titled to the inspection or a copy on any other document emanating from or generated by the company. (k) The Associate shall not try to market the product or any other product to any other Associate to whom the product has already been sold or to a prospective Associate using any marketing technique similar to NWM. (l) The Associate agrees that under no circumstances will the Price once paid, be refunded by the company. (m) The Associate will not use or disclose to any Third Party, any Proprietary information provided to him by Company for any other purpose except that specified in the Business Plan. (n) The Associate will not copy, add, alter, amend or deface the Trade Mark or Trade Name of the Company for any other purpose except to market the product of the Company according to the Business Plan. (o) The Associate may at anytime, during the subsistence of this agreement voluntarily resign and therefore, rescind this agreement. However, in that event, the Associate will be liable to return to Company all companies Proprietary Information, received by him from the Company. It is further agreed that in such an event, The Associate will not be entitled to the refund of the Price, paid by him at the time of entering into this agreement. (p) The Associate understands clearly that the breach of any of the above terms and conditions will constitute a Violation of this agreement. In the event of such Violation, Company shall be at liberty to take such legal action or actions, (including but not restricted to termination of this agreement) against the Associate as it may be advised. If for any such Violation the present agreement is terminated prematurely, The Company may at it's sole discretion, forfeit the Incentives due and payable to the Associate and ask for all the earlier incentives paid. (q) Upon death or incapacity of the Associate legal rights to incentive and capacity, together with responsibilities will pass on to Associate nominee according to the application form filled by the said Associate, if consented to in writing by the company. The aforesaid consent will be at the sole discretion of the Company and if such consent is not given, the agreement between the Company and the Associate will lapse on the death of the Associate. (r) Incentive Cheques will be prepared in favor of the Associate payable to his account as mentioned in the application form, and shall be kept ready for collection/shall be dispatched to the address mentioned in the form filled by the Associate online. (s) The Product Cost, the Price the Down line network sales per state and the incentive payments (As given the Business Plan) are subject to change at the sole discretion of the Company. (t) The incentive payment will be made from the total amount kept aside for distribution on a pro-rata basis but will not be more than the amount mentioned in the Business Plan (for every step). (u) The Associate agrees that position of the Associate network is non-transferable, non-salable. (v) The Associate agrees that 5% processing fees. TDS As per government rule. (w) The parties that the Associate shall not be treated as employee of the company for the purpose of labor laws and shall not claim ESI, Provident Fund, Gratuity or any other benefits, Workmen's Compensation and such other allied labor laws. (x) The Associate Agrees that this is not a chit fund scheme or device for earning quick or easy money. The Associate also agrees to secure two prospective customers who intend from the Company by paying price and who are of sound financial capacity.

**5. Indemnity:** Associate agrees to indemnify and hold harmless SPS Lifestyle Pvt. Ltd. Its officers, agents and directors, against any claims, demand, liability, loss, cost or expense, including but not limited to, attorney's fees, arising or alleged to arise in connection with that Associate or any Associate's business.

**6. Refund :** Without prejudice to the specific events mentioned anywhere else in this agreement, if due to any reason this agreement is terminated prematurely, no refund will be given of any money received by company towards the Price paid by the Associate.

**7. Renewal :** On the expiry of the present agreement (i.e. one year from the date of signing the same) the same may be renewed by mutual consent of the parties and on such terms and conditions as may be agreed between the parties at the time of such renewal. Renewal charges Rs. 300 after one year from the date of signing.

**8. Conduct of Associate:** In the conduct of Associate's business, the SPS Lifestyle Pvt. Ltd. Business Advisor shall safe guard and promote the sale of the products of SPS Lifestyle Pvt. Ltd. and shall refrain from all conduct which might be harmful to the reputation of the Company or to the marketing of SPS Lifestyle Pvt. Ltd. Products that are inconsistent with the public interest and shall avoid all discourteous, deceptive, misleading, unethical or immoral conductor practices.

**9. Eligibility for Sales Incentive :** SPS Lifestyle Pvt. Ltd. Recognizes that SPS Lifestyle Pvt. Ltd. Business Distributor may wish to purchase SPS Lifestyle Pvt. Ltd. Products for their own personal use. However front-loading or buying product for the purpose of rank advancement is expressly forbidden. SPS Lifestyle Pvt. Ltd. Business Advisor must fulfill published personal and down line retail sales requirements, as well as supervisory responsibilities as per the SPS Lifestyle Pvt. Ltd. Business Plan to qualify for sales incentives and level or rank advancement. The company encourages each SPS Lifestyle Pvt. Ltd. Business Advisor to keep accurate sales records. The Marketing Plan is based upon retail sales to the ultimate Consumers; therefore, promotion of unnecessary purchases or pyramidism is strictly prohibited.

**10. Confidentially :** SPS Lifestyle Pvt. Ltd. Shall supply data processing information and reports to the SPS Lifestyle Pvt. Ltd. IBA Distributor only through the official website of the Company from time to time, which shall provide information concerning the SPS Lifestyle Pvt. Ltd. Business Advisor's personal group sales organization and product purchases. The SPS Lifestyle Pvt. Ltd. Business Advisor agrees that such information is proprietary and confidential to SPS Lifestyle Pvt. Ltd. And is transmitted to the SPS Lifestyle Pvt. Ltd. Business Advisor in confidence. The SPS Lifestyle Pvt. Ltd. Business Advisor agrees that Associate shall not disclose such information to any third party either directly or indirectly, nor use the information to compete with SPS Lifestyle Pvt. Ltd. Directly or indirectly, whether during subsistence of this agreement or afterwards. The Associate and SPS Lifestyle Pvt. Ltd. Agree that, but for this agreement of confidential and non-disclosure, SPS Lifestyle Pvt. Ltd. Would not provide the above information to the SPS Lifestyle Pvt. Ltd. Business Advisor.

**11. Income claims :** No false or misleading income projections shall be made to prospective SPS Lifestyle Pvt. Ltd. Business. In their enthusiasm, Associate are often tempted to represent hypothetical income figures based upon the inherent power of

Marketing as actual income projections. This is counterproductive, since new SPS Lifestyle Pvt. Ltd. Business may be quickly disappointed if the results are not as extensive or as rapid as a hypothetical model would be highly attractive even when based in reality, without resorting to artificial and unrealistic projections.

**12. Representation of status :** in all cases, any reference the SPS Lifestyle Pvt. Ltd. Business advisor makes regarding himself/herself/ itself must clearly set forth the Business advisor's independent status.

**13. Waiver :** SPS Lifestyle Pvt. Ltd. Never gives up its right to insist on compliance with these rules or with the applicable laws governing the conduct of a business. This is true in all cases, both specifically expressed and implied, unless an officer of the company in contracts or agreements specifies in writing that the Company waive any of these provisions. In addition, anytime the Company gives permission for a breach of rules, that permission does not extend to future breaches. This provision deals with the concept of 'waiver', and the parties agree that SPS Lifestyle Pvt. Ltd. Does not waive any of its rights under any circumstances short of the writing confirmation alluded to above.

**14. Governing Laws :** The agreement is governed by the law of India for the time being in force and subject to any amendment made thereto from time to time if due an amendment in any governing law, any part of this agreement is rendered illegal, the same shall become void and unenforceable. However this will not affect the enforce ability to the reminder of the said agreement. If the performance of the present agreement becomes impossible under any amendment in any governing law, the price once paid shall not be refunded and the Associate shall have no resources to Company for any sum(s) invested by the Associate in pursuance of this agreement.

**15. Arbitration :** Any dispute arising out of or related to the terms and conditions of this agreement as well as the conduct of the parties hereto shall be referred to the sole arbitration of one arbitrator to be appointed by the company. The venue of arbitration in any such dispute shall be Thane, Maharashtra.

**16. Entire agreement :** The Business Plan of the Company and the Rules and Regulations as amended from time to-time any addendum as displayed in the of the Company and on such documents constitute the entire agreement to the parties regarding their business relationship. The company expressly reserves the exclusive right to alter or amended these Rules and Regulations. Upon notification by display in the web site of Company such amendments are automatically incorporated as part of this agreement between the Company and the Associate are binding upon the parties.

**17. Force Majors :** Neither party shall be liable for any loss or damage of nature incurred as a result of any failures or delays in performance due to any cause or circumstances beyond its control. This includes, but not by way of limitations, any failure or delays in performance caused by any fire, act of God, or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with the laws, orders, or policies of any governmental authority.

**18. Copy of the rules and regulations:** A copy of the entire rules and regulations is maintained on the web site of the Company.

19. Use of SPS Lifestyle Pvt. Ltd. Brand :Associate has no right to utilize the SPS Lifestyle Pvt. Ltd. Brand. If so found the Associate would terminated or strictly action will be taken.

**20. Receipt/Invoice :** The Receipt/Invoice for the payment would be given online. No physical Receipt/invoice will be issued.

**21. Right to Modify Terms/Conditions & Products :** The Company reserves right to change, reform, add to, subtract from, modify or alter any of the terms & conditions or rules and regulations and/or revise or modify the existing plans or formulate new plans as well as system of administration etc. in its sole discretion without any prior notice or intimation.

Place :

I have read and understood all terms and conditions of company and agree with the same

Date:

Distributor Signature & Date