



# Enagic India Kangen Water Pvt. Ltd

CIN – U41000KA2015PTC136310

Unit No. 501, 5<sup>th</sup> Floor Barton Centre No. 84, MG Road, Bangalore, Karnataka – 560001

Corp. Office: The Millenia Tower B, 4<sup>th</sup> Floor, Unit 401 No. 1 & 2, Murphy Road, Ulsoor, Bangalore 560-008, India

[www.enagic.co.in](http://www.enagic.co.in)

Ph: 080 46509900

Fax: 080 46509908

FORM-DSA-IND. VI

## DIRECT SELLER APPLICATION

Please complete this Direct Seller Application (the "Application") in English for appointment as a Direct Seller for Enagic India Kangen Water Pvt. Ltd. (here in after "Enagic India" or "Company"). Applicants must be 18 years of age or above. All sections are mandatory unless otherwise indicated. Please furnish all required supporting documentation. Acceptance of this direct seller application is at the sole discretion of Enagic India. Further, Enagic India reserves the right to reject the application for any reason and to terminate or revoke any distributorship for reasons not limited to provision of incomplete, inaccurate, false or misleading information.

Has the Applicant previously been an Enagic India direct seller in India? Tick one (✓)

☐ Yes

☐ No

If yes\*, your Previous ID Number

Is/was your spouse an Enagic India direct seller in India Tick one (✓)

☐ Yes

☐ No

If yes\*, your Spouse ID Number

Direct Seller ID#

For Office use only

## PRINCIPAL INFORMATION

How would you be operating your Enagic India Kangen Water Distributorship?

☐ Individual

☐ Sole Proprietorship

☐ Partnership Firm

☐ Private Limited Company

☐ Others

(Please provide details)

(Note to Institution & Company Applications: Please provide Corporate Authorisation Form & documents in addition to Direct Seller

Kindly give the name of the legal entity (the Entity) formed solely to operate your Enagic Business, and provide a completed Corporate Authorisation Form. (not for individual Applicants)

Name (only for Individual Applicants)

First Name

Middle Name

Last Name

Date of Birth

DD  MM  YYYY

Gender

☐ Male ☐ Female ☐ Other

Residency Status

☐ Citizen of and resident in India

## ADDRESS DETAILS

Please provide your complete postal address with pin code and attach a valid address proof along with this application form. Your application will be rejected without a valid address proof.

Mailing Address

City / Town / Village (Mandatory)

Post Office (In case of village Mandatory)

District

PIN Code (Mandatory)

State (Mandatory)

Mobile No (Mandatory)

E-mail address: (Mandatory)

☐ Election Card ☐ Driving License ☐ Passport ☐ UID / Aadhar Card ☐ Any other

## DETAILS OF BANK ACCOUNT (Must be a Rupee Denominated Account)

Account details of the Primary Applicant / Legal Entity

Bank Name

Your Account Number

IFSC Code

Branch Code

Bank Address:

Please provide cancelled cheque which should have the account holder's name, bank account number and IFSC code of the bank. In case the cheque does not have the account holder's name, additionally please provide any other attested bank document which verifies the account holder name, bank account, and IFSC code of the bank.

## PERMANENT ACCOUNT NUMBER (PAN) & GSTIN DETAILS

PAN CARD NO

GSTIN NO

Note: In case of GSTN Not applicable. It is mandatory to submit GSTN Declaration with application form. Draft available on [www.enagic.co.in](http://www.enagic.co.in)

## SALES FACILITATOR

Identify the Direct Seller who will be your Sales Facilitator.

Sales Facilitator's Name

Sales Facilitator's ID No.

**DECLARATION: I hereby declare that the sale / applicant information which I have agreed herewith to allocate to the sponsor mentioned below under my own free will.**

SALES FACILITATORS SIGNATURE

## SPONSOR INFORMATION

Sponsor's Name

E-mail Address

ID No. of your immediate sponsor

Mobile

Register the Applicant as your ☐ A (Rank)

Note: Applicant will be registered under rank which you have mentioned in left side. Please clarify your doubt if any related to same before submitting your application.

## DECLARATION

The Direct Seller Application constitutes the contractual offer of the undersigned individual addressed to Enagic India to enter into a "Direct Seller" agreement with Enagic India and under the Terms and Conditions specified below/in this application form followed by Page No. 2/3 & 3/3. The Applicant hereby certifies that he/she are legally competent to do business in India and not bound by any legal requirement restricting or prohibiting his/her appointment as an Enagic India Direct Seller.

By Signing this application, I confirm that I have been provided with or have undergone Orientation Programme which provided fair and accurate information on all aspects of Enagic India's direct selling operation, its remuneration system, its refund and return policy, expected remuneration and related rights and obligations as governed under the Enagic Code of Ethics and Policy & Procedures. I further understand and agree that this application and any ensuing Enagic India Direct Seller upon acceptance of this application by Enagic India shall be subject to the Terms and Conditions given below including the constituent documents as amended from time to time. Furthermore, I do hereby declare that the information furnished above is true and I am legally competent to enter into this contract and signing this application under my own free will.

DD  MM  YYYY

APPLICANT'S SIGNATURE

DATE:

DD  MM  YYYY

SPONSOR'S SIGNATURE

DATE:

These Terms & Conditions are to be read together with the Application, Company Policies & Procedures Handbook and collectively they constitute a binding contract between Enagic India Kangen Water 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 Enagic products and services and to register Preferred Customers. An Enagic Direct Seller may introduce or sponsor other direct sellers and support them to build their direct selling business of Enagic 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 Enagic Compensation Plan; and
  - iv. The Policies and Procedures Handbook; as amended from time to time. The company may notify any such amendment on its website, [www.enagic.co.in](http://www.enagic.co.in)
- c) Territory: shall mean the Republic of India.
- d) Effective Date: shall mean the date of submission of the duly filled Direct Seller Application, subject to approval by Enagic India Kangen Water Pvt. Ltd.

### 2. 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.

### 3. 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; Aadhaar Card / Voter ID / Driving License / Ration Card / Passport.)

### 4. Distributorship / Direct Selling:

Enagic appoints, without requirement / compulsion to buy the product, as of the Effective Date, the individual(s) identified in the above Direct Seller Application, or if applicable, the legal entity listed therein (the "Entity"), as a Direct Seller of Enagic Products and Services, and the Applicant(s) agree(s) to such appointment. As of the Effective Date and upon receipt of ordering information and completion of any required formalities, the Direct Seller may, on a non-exclusive basis, within the Territory as may be communicated by the company, and otherwise in accordance with the Direct Seller Contract, purchase Enagic Products from the Company in order to sell, distribute and market the same, and also register Preferred Customers.

### 5. Registration:

Company reserves the right, at its sole discretion, to accept or refuse any application. Enagic 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 Handbook.

### 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 offers 30 days buy back guarantee for currently marketable goods or services sold.

### 8. Commission or Incentives:

Commission or incentive to a Direct Seller are paid solely based on sale of products and no payment will be made only for recruitment of new Direct Seller. Any enquiry on margin will be replied via email only [margin-india@enagic.co.in](mailto:margin-india@enagic.co.in) and customer care.

### 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.

DD	MM	YYYY

\_\_\_\_\_  
APPLICANT'S SIGNATURE

DATE:

- b) Direct Seller would provide accurate and complete explanations and demonstration of goods, time and place to inspect the sample and take delivery, prices, credit / payment terms, terms of guarantee, after-sales service, goods return policy, right to cancel the order and complaint redressal mechanism of the Company..
- c) Direct Seller shall be guided by provisions of Consumer Protection Act 1986 and shall comply with Direct Selling guidelines 2016, 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
- 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 effect 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) The 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/her/their 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 acknowledgement by the Direct Seller to having agreed to such amendment and be bound by the same.

**13. Termination of Direct Seller Contract:**

Company reserves the right to terminate the Direct Seller who fails to adhere to 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.enagicwebsystem.com](http://www.enagicwebsystem.com)), however, Direct Seller is strictly prohibited from selling or promoting company products on internet shopping or auction sites.

**15. Severability Clause:**

If any provisions 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 Contract and all questions of its interpretation shall be governed by and construed in accordance with the laws of the 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 the arbitration shall be Bangalore.

**18. Obligation of Direct Sellers:**

Companies Liability whether under contract or otherwise, arising out of or in connection with this contract shall not exceed the less of, a) actual damages or loss assessed by the arbitrator, b) the total commission earned by the Direct Seller during the six months and period preceding the date of the dispute.

DD	MM	YYYY

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
DATE: