

**PROVEDA INDEPENDENT
BUSINESS OWNER APPLICATION**

Please complete this Proveda Independent Business Owner Application (the "Application") in English for free appointment as a Proveda Independent Business Owner (also called "Distributor") for Proveda Marketing India Private Limited. 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 Proveda Independent Business Owner application is at the sole discretion of Proveda. Further, Proveda 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 or the Co-Aplicant previously been an Proveda Distributor in India? Tick one (✓) ☐ Yes ☐ No If yes*, your Previous Distributor number

Is/was your spouse an Proveda Distributor? Tick one (✓) ☐ Yes ☐ No If yes*, your Spouse Distributor number

*Please attach a copy of inactivity statement which is available from Proveda office or can be download from our website.

APPLICANT INFORMATION
How would you be operating your Proveda Distributorship?

☐ Individual ☐ Sole Proprietorship* ☐ Partnership firm* ☐ Private Limited Company* ☐ OPC (One person company)* (Please provide details) Please tick (✓) your category. (Please provide relevant documentation. Please confirm applicable conditions are met before selecting - click here.)

Kindly give the name of the legal entity formed solely to operate your Proveda Business, and provide a completed Legal Entity Authorization Form. (not for individual joining)

Name of the Primary Applicant / First Authorised Representative (in case of entity)

First Name Middle Name Last Name

Name of the Co-applicant / Second Authorised Representative (in case of entity)

First Name Middle Name Last Name

Date of Birth of Primary Applicant Gender of Primary Applicant ☐ Male ☐ Female ☐ Other

Date of Birth of Co-applicant Gender of Co-applicant ☐ Male ☐ Female ☐ Other

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 valid address proof. [Click here to see what is acceptable.](#)

Mailing Address

Mailing Address / Locality

City / Town / Village (Mandatory)

Post office (In case of village, Mandatory) District

PIN Code (Mandatory) State (Mandatory)

Telephone (Residence) Telephone (Office) Mobile No. (Mandatory)

STD Code & Phone Number STD Code & Phone Number

E-mail address:

Photo Identity Proof (Attach photocopy)

☐ Voter ID Card ☐ Driving License ☐ Passport ☐ UID / Aadhar Card ☐ Pan Card

Address Proof (Attach photocopy)

☐ Voter ID Card ☐ Passport ☐ Electricity Bill ☐ UID / Aadhar Card ☐ Passbook of Post Office / Bank Account

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

A/c 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) DETAILS

Applied for ☐ Individual PAN No. Sole Prop. / Partnership / Pvt. Ltd. Co. / OPC PAN No.

(Personal PAN Details of the Primary Applicant) (PAN Details of the entity formed solely for the Proveda Business)

RESIDENCY STATUS (only applicable to individual applicants)

Primary Applicant / First Authorized Representative. Please tick (✓) one

☐ Citizen of and resident in India

Co-applicant / Second Authorized Representative. Please tick (✓) one

☐ Citizen of and resident in India

LINE OF SPONSORSHIP
Identify the Direct Seller who will be your Sponsor

Distributor Number of your Immediate Sponsor

First Name of the Immediate Sponsor Surname of the Immediate Sponsor

This Proveda Marketing India Pvt. Ltd Direct Proveda Independent Business Owner application constitutes the contractual Offer of the undersigned individual(s) or legal entity (through its authorized signatory(ies)), as applicable, addressed to Proveda Marketing India Pvt. Ltd to enter into a Distributor Contract with Proveda India under the Terms and Conditions specified below this application form. The Applicant(s) hereby certifies(y) that he/she/they/it I s/are legally competent to do business in India and is/are not bound by any legal requirement restricting or prohibiting his/her/their/its appointment as an Proveda Independent Business Owner. In the event of co-applicant(s), the same shall have joint and/or several liability for their actions connected with the Proveda Marketing India Pvt Ltd Distributorship for which this application is made. By signing this Application, I/We confirm that I/We have been provided with or have undergone Orientation Program which provided fair and accurate information on all aspects of Proveda Marketing India Pvt. Ltd direct selling operation, about free joining, its remuneration system, its refund and return policy, expected remuneration and related rights and obligations as governed under the Proveda Marketing India Pvt. Ltd Code of Ethics and Rule of Conduct.

I/We further understand and agree that this application and any ensuing Proveda Marketing India Pvt. Ltd Distributorship upon acceptance of this application by Proveda Marketing India Pvt. Ltd shall be subject to the Terms and Conditions given below including the constituent documents as amended from time to time. Furthermore, I/we understand and agree that my/our information provided in connection herewith may be used in accordance with Proveda Marketing India Pvt. Ltd Privacy Policy available at www.provedaIndia.com. I am signing this application under my own free will.

Date Signature / Thumb Impression* of Primary Applicant
(Authorised signatory of Proprietary concern / Partnership / Company)

Date Signature / Thumb Impression* Co-Aplicant

Terms & Conditions:

These Terms and Conditions are to be read together with the Proveda India Business Owner Application form. They become binding if and when PMIPL, in its sole discretion, accepts the Application pursuant to the Code of Ethics and the Rules of Conduct for PIBO.

1. Proveda Marketing India Private Limited appoints, as of the Effective Dates, the individual(s) identified in the above PIBO Application, or if applicable, the legal entity listed therein (the "Entity"), as a PIBO of Proveda Products and services on a 'Principal to Principal basis, and the Applicant(s) (herein after individually or collectively referred to as the "PIBO ") agree(s) to such appointment. As of the Effective Date and upon receipt of ordering information and completion of any required formalities, the PIBO may, on a non-exclusive basis, within the Territory as may be communicated by Proveda, and otherwise in accordance with the PIBO Contract, purchase Products from Proveda in order to sell, distribute and market the same, and also register distributors. Proveda may, at its own discretion, appoint the PIBO as a Direct Seller on the applicable Effective Date as defined here under subject to the prescribed conditions being met.

Definitions: (a.) Cooling Off Period mean a period of 30 days from the date of acceptance of this PIBO application by Proveda, within which period any new PIBO shall be entitled to terminate this Contract without penalty and be entitled to full refund of price of products or materials purchased from Proveda upon return of such products or materials in saleable condition. (b.) An PIBO shall mean a person who has successfully demonstrated the capability and intent to retail Proveda products to consumers by achieving the defined sales criteria and continues to demonstrate the same. An PIBO who has been successfully assessed to possess the requisite skills and capabilities to build coach mentor and tutor a sales team and has accordingly been granted sponsoring rights. (c.) PIBO Contract: in accordance of the Proveda Rules of Conduct shall mean and include the following: i. The PIBO/ Seller Application ii. These Terms and Conditions forming part of the PIBO Application; iii. The Proveda Sales and Marketing Plan; iv. The Code of Ethics of Proveda PIBO/ Seller; v. The Rules of Conduct for Proveda PIBO vi. The Proveda Refund Policy; vii. The Direct Selling Guidelines/Rules published by the Central or State Governments from time to time including its amendments thereof. Proveda may notify any such amendments on its website, www.Proveda.in and also through issuance of Leadership and/or through any other mode of communications (d.) Saleable: shall mean marketable, unused, not expired, not seasonal, not discontinued or not being special promotional products and/or services. (e.) Territory: shall mean the Republic of India. (f.) Effective Date: Date of registration and acceptance of PIBO application form

2. Duration: This PIBO Contract, shall remain valid and continue to remain in full force unless terminated earlier by either Party with or without cause as given herein below in Clause 8.

3. No Employment Relationship: The PIBO hereby confirms that he/she/they has or have entered into this PIBO Contract as an independent contractor. Nothing in the PIBO Contract shall establish either an employment relationship or any other labour relationship between the Parties or a right for the PIBO to act as a procurer, broker, commercial agent, contracting representative or other representative of Proveda.

When purchasing and selling Proveda Products, the PIBO/ Seller shall operate as an independent vendor, acting in his/her/their own name, at his/her/their own responsibility and for his/her/their own account

4. No Assignment: This PIBO Contract is intuitue personae entered into on a personal basis, and neither this PIBO Contract or obligations of the PIBO arising hereunder may be assigned or transferred without the prior written consent of Proveda.

5. Representative(s): The Primary applicant, Co-Applciant and Authorized Representative(s) acknowledge(s) that Proveda will deal exclusively with the Primary applicant/Authorized Representative in respect of all Proveda Business matters, and also pay commissions and/or any other incentives to and in the name of the Primary applicant/Entity only. However, for any violations of the Rules of Conduct or other conditions of the contract or any breach thereof, the Primary applicant, Co-Applciant and any Authorized Representative, as the case may be, shall be held jointly and severally accountable and liable.

6. Payments and Bank Accounts: Proveda will make all payments on account of commissions, discounts, returns or refunds etc. through bank transfer in favour of the Primary Applicant/Entity only as per the details provided in this PIBO Application or as per the details that may be updated solely by the Primary applicant/Entity in writing from time to time. The bank account must be opened and operated in full compliance with Indian law, including with respect to applicable foreign exchange laws.

7. Obligations of PIBO: (a.) The PIBO shall not sell any Proveda Product for a price exceeding the Maximum Retail Price mentioned on the labels of the Proveda products. (b.) The PIBO shall, throughout the validity of this PIBO Contract, strictly adhere to all applicable laws, rules, any applicable registration, license, approval or authorization, a copy of which shall be provided to Proveda upon request. (c.) PIBO shall: i. always carry their identity card and not visit the consumer's premises without prior appointment/approval; ii. truthfully and clearly identify themselves and state the purpose of solicitation to the prospective consumer and state the identity of Proveda, provide complete explanation and demonstration as well as description of the nature of products mechanism etc.; iii. provide a bill and receipt to the consumer for orders placed; iv. subject to applicable legal requirements, maintain proper books of accounts in prescribed forms; (d.) PIBO shall not: i. use misleading, deceptive or unfair trade practices for sale or recruitment of prospective direct retailer/seller; ii. Require or encourage other PIBO to purchase Proveda products or services in unreasonably large quantities; iii. provide any literature and/or training material not issued/approved by Proveda, to a prospective and/or existing PIBO; iv. Require prospective or PIBO to purchase any literature, business support materials, or training material or sales demonstration equipment or to participate in non- Proveda approved events/trainings/meetings in any form and manner, strictly adheres to, inter alia, the Rules for PIBO.

8. Termination of the Direct Seller Contract. The PIBO may without assigning any reason, terminate this contract after giving written notice of 30 days to Proveda and this contract would be terminated automatically upon expiry of the notice period. A PIBO shall not be entitled to purchase Proveda products or services upon serving the notice. In addition to the above: Proveda may terminate this PIBO Contract forthwith in case: i. the PIBO violates the provisions of the Rules; ii. for the breach of any provision hereof including but not limited to the Proveda Rules of Conduct; iii. for the breach of any Law/Rules/Guidelines/Orders issued by Central or any State Governments and any advisory/regulation issue by any appropriate government authority; iv. due to misrepresentation by the PIBO to any consumer or prospective PIBO; or v. due to legal, regulatory or other developments that require material operational

changes within the Territory, in which case Proveda may, if regulatory conditions allow, endeavor to restructure the contractual relationship with the PIBO on such terms and conditions as are then practical and legally permissible. Proveda may from time to time amend any of the documents comprising the PIBO Contract through notice on its website, www.provedaindia.com, also through issuance of Leadership and any other mode of communications. If the PIBO does not agree to be bound by such amendment(s), he/she/they may terminate the PIBO Contract with immediate effect by giving a written notice to Proveda. Otherwise, the PIBO's continued relationship with Proveda constitutes an affirmative acknowledgment by them of the amendment(s), and his/her/their agreement to be bound by the same.

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

10. Governing Law: The PIBO Contract and all questions of its interpretation shall be governed by and construed in accordance with the laws of the Republic of India, without regard 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.

11. Dispute Settlement: The parties shall endeavor to settle any dispute or difference arising out of or in connection with the PIBO Contract through mutual discussions within 30 days of such dispute arising. The PIBO agrees that in the event it is not satisfied by any decision of Proveda, or in the event that any issue raised by the PIBO has remained unresolved for a period of more than two months, and / or during the subsistence of this agreement or upon or after its termination, any issue or dispute that the PIBO may have regarding the interpretation or operation of the clauses of this arrangement or any issues arising there from shall be referred to Grievance Redressal Committee set up by the company. Any dispute, difference or claim remaining unresolved post reference to the Grievance Redressal committee discussions shall be submitted to binding arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be at New Delhi and the award of the Arbitrator shall be final and binding on all parties. Subject to the above, courts at New Delhi shall alone have jurisdiction in relation to the PIBO Contract and matters connected here to.

12. Limitation on Liability: Proveda's liability, whether in contract, or otherwise, arising out of or in connection with this PIBO Contract shall not exceed the less of:(a) actual damages or loss assessed by the arbitrator or any other dispute resolution mechanism adopted by the Parties, or;(b) the total commission earned by the PIBO during the six-month period preceding the date of the dispute.

Abbreviations

PMIPL: PROVEDA MARKETING INDIA PRIVATE LIMITED

PIBO: PROVEDA INDEPENDENT BUSINESS OWNER