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India Direct Seller Application and Agreement

FORLIFE TRADING INDIA PVT. LTD.
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Please fill the form in capital letters with Black Ball Point Pen

Direct Seller ID:

Date - / /
DD MM YYYY

Have you ever held a 4Life Direct Seller ID? Yes ☐ No ☐ If Yes, Old ID #

FSSAI REGISTRATION NO. (Submit copy of certificate)

Photo Size
35mm x 45mm

APPLICANT INFORMATION

☐ Individual ☐ Company*

Applicant Name:

ID Card No.:

PAN Number:

Co - Applicant Name:

ID Card No.:

PAN Number:

Please submit a copy of Government issued Identification Card & PAN Card for both applicants

Address:

Please submit
Address Proof

City: State: Pin Code:

Date of Birth: / / Email:
DD MM YYYY

Home Phone: Mobile: +91 Work Phone:

DIRECT SELLER SHIPPING ADDRESS (Only if shipping address is different from the address provided above)

Address:

City: State: Pin Code:

ENROLLER INFORMATION* (Person who enrolled you in 4life®)

Enroller's ID: Name:

SPONSOR INFORMATION* (Sponsor is applicant's direct upline and can be different from enroller.)

Sponsor's ID: Name:

COMMISSION PAYMENT INFORMATION

Name of the Bank:

Branch Name & Address:

Account No.:

Bank IFSC Code:

Please attach copy of a cancelled cheque or bank passbook

Undertaking:

- I am willingly joining the business opportunity provided by Forlife Trading India Pvt. Ltd. of selling its products. Currently, I am not an active 4Life Direct Seller. I have read the terms and conditions of the Direct Seller Agreement printed overleaf and understand the Policies and Procedures [also available at <http://india.4life.com> in "Resources" section] and I agree to abide by them.
- I have attained the age of majority under the applicable law and am not barred from entering the present contract under any law. Further, I have not been convicted by any court of law nor have been declared a bankrupt in last 5 years from the date mentioned herein.
- I solemnly declare that the information given above is correct & complete to the best of my knowledge & belief.

Applicant's Signature and Date

Co - Applicant's Signature and Date

IMPORTANT:

- * This Information can only be changed within 10 days of enrollment without receiving upline approval but before the end of joining bonus month.
- 20% tax will be deducted from the commissions if the PAN Card copy is NOT submitted by the Direct Seller. If submitted, then 5% tax will be deducted from the commission.
- If applicant is a company, please enclose Kindly, provide Business Entity Form.

INDEPENDENT DIRECT SELLER AGREEMENT'S TERMS AND CONDITIONS

1. In accordance with the terms and conditions herein, I hereby submit my Direct Seller Application and Agreement to become an Independent Direct Seller (hereinafter referred to as "Direct Seller") with ForLife Trading India Pvt. Ltd. (hereinafter referred to as "Company"). I further undertake to provide documents for KYC as and when requested by the Company.
2. As used throughout this document, the term "Agreement" refers to this Direct Seller Application and Agreement, the Policies and Procedures, the Compensation Plan. and any other 4Life Literature as issued from time to time, including its amendments, re-enactments etc.
3. This Agreement becomes effective on the date accepted by the Company. A facsimile, email or original hard copy of this Agreement must be received by the Company along with supporting documents for me to be officially accepted as a Direct Seller. Otherwise this Agreement will be void. I acknowledge that my signature on my facsimile application shall be deemed by the Company to be my original signature.
4. 4Life reserves the right to accept or reject any application, without assigning any reasons.
5. In case of any discrepancy in the information provided, 4Life reserves the right to terminate the Direct Seller id without any explanation.
6. I understand that as a Direct Seller I am an independent contractor working on principal to principal basis, and is not an agent, employee or franchisee of the Company. I have undertaken orientation session and have been provided fair and accurate information on all aspect of business including remuneration system and expected remuneration for new Direct Seller and undertake to provide the same information to prospect or existing Direct Seller. I UNDERSTAND AND AGREE THAT I WILL NOT BE TREATED AS AN EMPLOYEE FOR ANY TAX PURPOSES. I understand and I will keep proper books of accounts and pay all applicable central and state income taxes, self-employment taxes, sales taxes, local taxes, service taxes, and/or local license fees that may become due as a result of my activities under this Agreement.
7. I have joined as Direct Seller for free, i.e. without payment of any registration fee or any sales demonstration material cost. I am not required to purchase any goods or services for an amount/quantity, which I cannot reasonably sell or consume. I also understand and agree that my remuneration will consist solely of commissions, overrides and/or bonuses from the sale of 4Life products marketed by the Company as per the Compensation Plan. I shall receive no commission from the mere act of enrolling or recruiting others into the program, and I shall not represent to others that it is possible to receive any income simply from enrolling others in the program.
8. I agree that as a Direct Seller I will operate in a lawful, ethical and moral manner and will use my best efforts to promote the sale and use of the products offered by the Company to the general public. I understand that as a Direct Seller my conduct must be consistent with public interest and I will avoid all discourteous, deceptive, misleading or unethical practices and will always protect all private information provided by the consumers as per applicable law or as provided by 4Life.
9. I shall carry the Identification card issued to me by the Company and will seek prior appointment with customer for initiation of sale, I would identify myself and the Company, provide address, registration, telephone number to customer and would truthfully represent the nature of products/services in the manner consistent with the claims authorized by the Company. I will not oversell nor give false promises or hopes to my prospective customers and will take personal responsibility for all complaints from my customers and downline. I would provide accurate and complete explanations and demonstrations of service, prices, credit/payment terms, amount to be paid, right to cancel the order, refund policy and complaint redressal mechanism of the company. I will also not sell any product on e-commerce platform/ market place or any fixed retail outlet unless approved by the company in writing.
10. I understand that I have a cooling off period of 15 days to cancel the contract and receive refund of any money paid and am also entitled to the benefit of 30 days money back policy for "currently marketable" goods, that I am not guaranteed any income, nor am I assured of any profit or success. I am free to set my own hours and determine my own location and methods of selling, within the guidelines and requirements of this Agreement. I agree that I am responsible for my own business expenses in connection with my activities as a Direct Seller under this agreement.
11. I certify that neither the Company nor my sponsor has made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts as a Direct Seller. I understand that my success as a Direct Seller comes from retail sales, service and the development of a marketing network. I understand and agree that I will make no statements, disclosures or representations in selling the Company's goods or in the sponsoring of other prospective Direct Sellers, other than those contained in approved Company literature. I understand that I am liable for all expenses for my 4Life business and the Company shall not be held responsible for the same. I further undertake that I shall discharge all statutory and regulatory liabilities in connection with the present Agreement.
12. If I sponsor other Direct Sellers, I agree to perform a bona-fide supervisory, distributive, selling and training function in connection with the sale of the Company's goods to the end user. I shall also ensure that all prospective Direct Seller of mine attend the company orientation session. I will not encourage other Direct Seller to purchase goods in unreasonably large amount or to purchase any literature, training or sales demonstration equipment, nor will sell any unapproved literature/training material.
13. I understand and agree that the Company may make modifications to the Agreement at its sole discretion, and that all such changes shall be binding upon me. All changes to the Agreement shall become effective upon publication in official Company literature. The continuation of my 4Life business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
14. I understand that the acceptance of this Agreement does not constitute the sale of a franchise, that there are no exclusive territories granted to anyone, and that no franchise fees have been paid, nor am I acquiring any interest in a security by the acceptance of this Agreement.
15. Direct Seller may not assign any right nor delegate any duty arising under this Agreement without the prior written consent of the company. Any unauthorized assignment or delegation shall be voidable at the option of the company.
16. I agree to indemnify and hold the Company harmless from any and all claims, damages and expenses, including attorney's fees, arising out of my actions or conduct, and that of my employees and agents in violation of this Agreement. All disputes and claims relating to the Company, the Direct Seller Agreement, the Marketing and Compensation Plan or its products or 4Life Literature, the rights and obligations of an independent Direct Seller and the Company or any other claims or causes of action relating to the performance of either an independent Direct Seller or the Company under the Agreement or the Policies and Procedures shall be settled totally and finally by arbitration to be held at Mumbai by a sole arbitrator appointed by the Company, in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding on the parties. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement.
17. I as Direct Seller of the Company waive all rights to incidental, consequential, exemplary and punitive damages arising from any violation of the Agreement.
18. I understand the Compensation Plan, the Policies and Procedures, and other 4Life Literature are applicable to products made available by the Company. If due to any reason, such agreement is terminated or compensation plan is dissolved by ForLife Trading India Pvt. Ltd., this Agreement and my Direct Seller shall automatically terminate and I will have no claim against the Company, save that any compensation due and payable to me on the date of such termination. I understand that I am entitled to terminate this contract at any time by submitting resignation letter. In the event I fail to make any purchase for a period of 6 months from my last purchase, the Company shall similarly be entitled to terminate the contract. Any confirmation of the cancellation will not be provided by 4Life.
19. I shall be subject to disciplinary sanctions as specified in the Policies and Procedures at the Company's discretion for the violation or breach of any term or provision of the Agreement. Upon the voluntary or involuntary cancellation of this Agreement, I shall lose and expressly waive, any and all rights, including property rights, to my previous downline organization and to any bonus, commission or other compensation arising from the sales generated by myself or my prior downline organization.
20. The Company shall be entitled to deduct and offset from any commissions, bonuses or any other money payable to me, any amounts past due and unpaid for purchases of Company products, renewal fee or any other money owed to the Company by me.
21. I have read this Agreement, and acknowledge receiving and reading all documents incorporated by reference, and agree to abide by and be bound by the terms contained therein by all central, state and local laws governing the operation of my business, in particular, to be guided and comply with The Consumer Protection Act 2019, States Direct Selling Guidelines, Consumer Protection (Direct Selling) Rules, 2021 and other laws applicable from time to time.
22. Any waiver by the Company of any breach of this Agreement must be in writing and signed by an authorized officer of the Company. Waiver by the Company of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.