

## IBD APPLICATION FORM

Please fill in the exact details. Fields marked with \* are MANDATORY

## INTRODUCER DETAILS

FULL NAME (as on the PAN CARD):

USER NAME\*:

MOBILE NUMBER\*:

## APPLICANT DETAILS

☐ INDIVIDUAL☐ COMPANY

FULL NAME\*:

(as on the PAN CARD)

DATE OF BIRTH\*: (dd/mm/yyyy)

GENDER : ☐ Male / ☐ Female / ☐ OthersMARITAL STATUS: ☐ Single / ☐ Married

NATIONALITY :

STATUS : ☐ Resident Individual / ☐ Non Resident / ☐ Foreign National

PAN NUMBER\*: (Please attach self attested copy of PAN CARD)

AADHAR NUMBER\*: (Please attach self attested copy of AADHAR CARD)

PREFERRED USERNAME\*: 1.

2.

3.

EMAIL ADDRESS\*: (password will be sent to this email ID)

MOBILE NUMBER\*: (OTP will always be sent to this mobile number)

## COMPLETE RESIDENCE ADDRESS

(Please attach self attested copy for address verification – License, Utility Bill, Passport, etc.)

RESIDENCE ADDRESS\*:

CITY/TOWN :

PIN CODE :

STATE :

COUNTRY :

## BANK DETAILS

(Please attach self attested copy of cancelled cheque or passbook showing account number, IFSC code, Bank name, Branch &amp; address)

ACCOUNT NUMBER :

ACCOUNT TYPE: ☐ Saving / ☐ Current

BANK NAME :

BRANCH NAME :

IFSC CODE :

## Declaration

- ☐ I hereby declare that all the information I have provided in this application form and the supporting documents attached is accurate and true to the best of my knowledge. I also agree to notify the company immediately via official email if there are any changes to the information provided. In the event that any of the information I have provided is found to be incorrect, I understand that I will be held responsible for it. The company reserves the right to terminate this contract and revoke all the rights and opportunities that come with it. I have thoroughly read and understood the terms and conditions of this form, the Code of Conduct, Policies and Procedures, and SIRP (Compensation plan), which are all essential parts of this agreement. I agree to abide by all of them.

Signature of the Applicant

Date: (dd/mm/yyyy)

## FOR OFFICE USE ONLY

Originals verified and Self-Attested Document copies received (☐ Yes/☐ No)

Name:

Signature:

Company Stamp:

Date:

These Terms & Conditions (hereinafter referred to as "Agreement") govern the relationship between **Phyto Science India Private Limited**, with its principal place of business at Office number 21 and 25, Primrose the Mall, Baner Gaon, Haveli, Pune - 411045, Maharashtra, India (hereinafter, referred to as the "Company") and the applicant, who applies for distributorship of the Company's products, and who shall act as an Independent Business Distributor (hereinafter, also referred to and known as "IBD") and shall participate in the Direct Seller's Rewards Tier Identifier ("RTI") as per the Sales Incentives and Reward Program.

**This Agreement is an authentic and legally binding document.**

Be aware that this Agreement is executed and entered in accordance with the provisions of **The Indian Contract Act and The Consumer Protection (Direct Selling) Rules, 2021.**

If the applicant agrees to adhere to and abide by the provisions contained hereunder, he/she/it shall become an IBD upon the Company's acceptance of this application form.

The Company reserves the right to modify and amend this Agreement or any part hereof from time to time at its sole discretion. All such changes and modifications will be informed to all the IBDs through the Company Website and incorporated into this Agreement, which will be uploaded on the Company Website.

All the changes and modifications that apply to the existing IBDs (i.e., changes having a retrospective effect) shall be communicated to such IBDs and shall become operative upon written acceptance by the IBDs within thirty (30) days from such communication.

☐ **I further agree to abide by and adhere to the Company Policies and Procedures (as updated).**

- 1 I confirm** that I have completed 18 years of age and am legally competent to accept this Agreement per India's relevant laws.
- 2 I have** read the Code of Conduct/Ethics, Policies & Procedures of the Company for IBDs and acknowledge and accept that the Code of Conduct/Ethics, Policies, and Procedure are an integral part of the terms of the business opportunity offered by the Company. I accept and agree to abide by it entirely, along with any amendments, additions or improvisations made by the Company from time to time.
- 3 I confirm** that I/we are not under any pressure/force to apply for this business opportunity and sign this form.
- 4 I confirm** that there is no compulsion to purchase any products to enrol in this business opportunity.
- 5 I understand** that products exceeding the consumption and retail capacity need not be purchased or recommended to be purchased by any individual (prospective customer/other IBDs in the marketing organization) at any time.
- 6 I understand** that the Company offers a 7-day buy-back policy (calculated from the date of product delivery to the date of return to the company office) for the IBDs.
- 7 I will** always inform customers about the 7-day money-back policy with relevant conditions.
- 8 I accept** that in case of any breach of the Code of Conduct/Ethics and Policies and Procedures, the Company would be entitled to immediately and unilaterally terminate my Agreement, and I would not be entitled to claim any compensation for such termination.
- 9 I understand** and accept that this Agreement comprises selling and promoting Company products/services.
- 10 I understand** that the compensation for product and service sales will be calculated per the Company's Sales Incentives and Reward Program ("Compensation Plan") published on the Company's official website, which may be revised as per the statutory requirements.
- 11 The incentives** are purely based on the sale of products and services, and I understand that there are no fixed income commitments or any returns possible in this business.
- 12 I know** no fee is charged for enrolling as an IBD.
- 13 I understand** that this Agreement is valid for 365 days from the date of acceptance by the Company and issuance of the IBD Code by the Company.
- 14 I/we** can terminate this Agreement at any time for which an application (resignation) needs to be sent to the Company office in India.
- 15 I understand** that I/We will not be eligible to receive any incentives/commissions/rewards after sending the application(resignation) for the business's non-continuance.
- 16 I shall** always proactively and honestly reveal the identity of the Company, the nature of the products offered and the purpose of solicitation at the time of initial sale.
- 17 I shall** provide accurate and complete product information, including price, payment methods, credit terms, returns, exchanges, and other required details as per applicable laws.
- 18 During** the visit to consumers/Customers/Prospects, I abide by the Identity Card provided by the Company.
- 19 While** presenting the business opportunity to other prospective customers/prospective IBDs, I will be fair, correct and accurate in disseminating the information and shall not be misleading. I shall present the purpose of such a meeting/presentation transparently and identify/introduce the Company with the products and services without deception.
- 20 I shall** always commit and communicate as trained and authorised by the Company and never mislead or give any unauthorized information or competitive

comparison/advantage of the products and services to prospective customers/IBDs.

- 21 **I shall** not unfairly denigrate any other organisation, brand or product directly or indirectly.
- 22 **I shall** not abuse the trust of any prospective customer/customer or prospective IBDs, respect the absence of commercial experience, and not exploit the consumer's age, illness, lack of understanding, or lack of knowledge.
- 23 **I shall** not make any product claims on my own and will share the information only from the official publications authorised by the Company.
- 24 **I shall** not misrepresent the earning potential of this business opportunity and always transparently share documented facts published on [www.iphyto.com.in](http://www.iphyto.com.in)
- 25 **I shall** always fulfill the customer's order for products within a reasonable period, as mentioned in the product order form while keeping them updated on the status.
- 26 **I fully** understand that I have complete independence to decide to consume products and/or retail and/or introduce the products to other individuals to do the same.
- 27 **I understand** that the incentives/commissions/rewards can only be earned by retailing the products and helping others to do the same.
- 28 **I have** no objection, and I agree to the Company deducting tax at source from my actual payments to be received as per applicable law for the time being in force or any modification thereof.
- 29 **I will** be solely responsible for complying with the Income Tax, Service Tax, Professional Tax, GST, LBT and/or any other local taxes and levies for sales of products and services as may be applicable from time to time.
- 30 **I will** be solely responsible for obtaining the necessary licenses and registrations (FSSAI, GST, etc.) to operate the business as a direct seller and renew such licenses and registrations occasionally. The Company will not be responsible for any deviation or violation of any legal/statutory requirement at my end.
- 31 **I acknowledge** and confirm that I will be, always, an independent, self-employed entrepreneur about this Agreement as an IBD (direct seller), and will not, at any time, claim or represent to be an employee of the Company nor will I claim any benefits accruing to the employees of the Company.
- 32 **I understand** I have no right to assign its interest in this Agreement to any other party.
- 33 **I agree** that I take appropriate steps to protect all sensitive personal information provided by the consumer/customer/applicant /prospective IBD with applicable laws for the time being in force and ensure adequate safeguards to prevent access to or misuse of data by unauthorized persons.

- 34 **I agree** that I shall, within 30 days of my registration, upload/send to the Company valid identity documents along with the photocopy of the PAN card, failing which the Company will block access to the Members' Area and commissions/incentives/rewards until the time such documents are accepted after submission.
- 35 **I understand** and accept that in case of termination (or resignation by the applicant) of this Agreement due to non-compliance with any condition/s mentioned in the Code of Conduct, Code of Ethics, IBD Application form and Policies & Procedures, I will lose the right to claim commissions/incentives/rewards, access to Members' Area, and suitable to purchase products/sales tools, etc., and I will not be eligible to get any remuneration from the Company.
- 36 **In the** event of any dispute, controversy, or claim arising out of or relating to this Agreement, including any question regarding its existence, validity, or termination, or regarding any practice or conduct about their respective businesses, the IBD shall attempt to resolve by reporting to the enroller or grievance officer at first instance. If the same is not resolved the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. If the parties cannot reach a resolution through mediation within the stipulated time frame, either party may initiate arbitration proceedings per the Arbitration and Conciliation Act of 1996.
- 37 **I waive** my rights to trial by jury or any court in case of any dispute arising as part of this Agreement or business.
- 38 **If any** provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable.
- 39 **I declare** that I am not engaged and will not engage in any anti-national activities directly or indirectly.
- 40 **I also** confirm and agree to abide by such terms and conditions as modified or amended by the Company occasionally.
- 41 **I undertake** to confirm the accuracy of the information by referring to [www.iphyto.com.in](http://www.iphyto.com.in) before propagating the same.
- 42 **I accept** the right of the Company to reject this application for registration at its absolute sole discretion, without specifying any reasons thereof.

I \_\_\_\_\_ Son / Daughter  
of \_\_\_\_\_, do hereby state and confirm that I have read  
and fully understood all elements of the Agreement, including Terms and Conditions, Code of conduct/Ethics and  
Policies and procedures, presented on the official Company Website (**www.iphyto.com.in**), in English and/or their  
vernacular language by himself/ herself or through his/her lawyer and sponsor or have had them explained to me  
by the Company in such a way that I have no unanswered questions. I further understand that any violation of this  
Agreement in any way whatsoever may result in termination of this Agreement as per procedure laid down herein.

**SPONSOR/ENROLLER**

**Full Name:** \_\_\_\_\_  
**USER NAME:** \_\_\_\_\_ **USER ID:** \_\_\_\_\_  
**Member ID:** \_\_\_\_\_ **PAN Card No:** \_\_\_\_\_ **Signature for acceptance**

**APPLICANT**

**Full Name:** \_\_\_\_\_  
**PAN Card No:** \_\_\_\_\_  
**Signature for acceptance :** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Location:** \_\_\_\_\_  
**Witness Name** \_\_\_\_\_ **Signature:** \_\_\_\_\_