

*Personal Information please print (*required information)

Please refer to the Partner.Co Policy Manual for questions regarding this application. Please make sure all information is complete and accurate.

Brand Partner ID (if received): _____	Complete if Corporation, Partnership or Other Business Entity _____
*Primary Applicant Name: _____	Name of Business Entity: _____
*Mailing Address: _____	Primary Partner Name: _____
*City/State: _____	PAN: _____
PIN: _____	Businesses must also submit Business Application Addendum and other required documentation as found in the Partner.Co Policy Manual.
*Home Phone: _____	☐ Check box if mailing address is same as shipping address.
*Email Address: _____	Adhaar Number _____
*Date of Birth (dd/mm/yyyy): _____	GST registration number _____ (optional only if GST registration has been obtained.)

Bank Account Details

Account Holder Name: _____	*City/State: _____
Account Number (A/C No.): _____	*PIN Code: _____
IFSC Code: _____	Work Phone: _____
Name of Bank: _____	FSSAI Application/Registration number _____

*Sponsor Information

Sponsor Name: _____	Sponsor ID: _____
Placement ID: _____	Placement Name: _____ Line: _____

*Signature

- ☐ **Yes!** I want to be a PartnerCo India Private Limited, Brand Partner. I have read and agree to the Terms & Conditions found in the Brand Partner Agreement and the Policy Manual (the "Brand Partner Agreement") and the Partner.Co Compensation Plan. I agree that I currently do not have an interest in a Partner.Co account or if I do have or ever had had such an interest, my application for this account does not violate Partner.Co's policies.

Primary Applicant Signature: _____	Date: _____	Authorized User Signature: _____	Date: _____
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Your Brand Partner Application & Agreement must be received by Partner.Co within 60 days or your commission will roll up to the next qualified inline Brand Partner. If you prefer, you may sign up online at enroll.Partner.Co.

Terms & Conditions

1. **Obligations and Representations.** I understand that as a Brand Partner of Partner.Co (as defined below):
 - I must be of legal age (18 years or above, 21 years in the State of Maharashtra) in India. I must fill up and sign the Brand Partner Form and submit a copy of all of the following KYC documents: PAN card, proof of address, proof of identification, cancelled cheque, Passport size photograph or any other documents as required by the Company.
 - I have the right to offer for sale Partner.Co products and services in accordance with these Terms and Conditions.
 - I have the right to build a Partner.Co sales organization.
 - I will train and motivate the Brand Partners in my downline marketing organization.
 - I will comply with all the applicable laws, rules, regulations, ordinances with respect of conduct of business and pay all taxes and file tax returns as applicable.
 - I will perform my obligations as a Brand Partner with honesty and integrity.
 - I will use only the sales agreements and order forms which are provided by Partner.Co for the sale of goods and services, and I will follow all policies and procedures established by Partner.Co for the completion and processing of such agreements and orders.
 - I will undergo a mandatory orientation session about direct selling operations and the Partner.Co business opportunity and will further train and motivate the Brand Partners in my downline marketing organisation.
 - I agree that applicable state and local taxes must be imposed on purchases of Partner.Co products based on the regular price.
 - I understand and agree that I am responsible for complying with all applicable direct selling laws, regulations and guidelines, including but not limited to the Consumer Protection (Direct Selling) Rules, 2021, as amended (the "Direct Selling Rules"), the Prize Chits and Money Circulation Schemes (Banning) Act, 1978, and all applicable regulations and guidelines that are currently in effect or that may be adopted by Indian regulatory authorities from time to time.
- a. **Among these requirements, I specifically agree that I will:**
 - i. At the start of any sales presentation, truthfully and clearly identify myself, disclose that I am a Brand Partner of the Company and disclose the address of my place of business, the nature of goods or services sold and the purpose of such solicitation to the customer;
 - ii. Make an offer to sell to the customer by providing accurate and complete information, a demonstration of goods and services, prices, credit terms, terms of payment, return, exchange and refund policies, terms of guarantee and after-sale service;
 - iii. Provide an order form to the customer at or prior to the time of the initial sale. I understand that the order form must identify the Company as the direct selling entity and I as the Brand Partner, and shall contain your name, address, contact number, registration number, and identify proof issued to me by the Company, a complete description of the goods or services to be supplied, the country of origin of the goods, the order date, the total amount to be paid by the customer, the time and place for inspection of the sample and delivery of goods, the customer's rights to cancel the order or to return any Partner.Co Products in saleable and marketable condition for a full refund of amounts paid in accordance with the Company's return policy, and complete details regarding the complaint redressal mechanism of the Company;
 - iv. Obtain goods and service tax registration, Permanent Account Number registration and all applicable trade registrations and licenses whenever applicable;
 - v. Comply with the requirements of applicable laws, rules and regulations for sale of a product;
 - vi. Ensure that the actual Partner.Co Product delivered to the customer matches with the description of the Partner.Co Product ordered; and
 - vii. Take appropriate steps to ensure the protection of all sensitive or other personal information provided by the customer in accordance with applicable laws and ensure adequate safeguards to prevent access to or misuse of such data by unauthorized persons.

b. I further agree that I will NOT:

- i. Visit a customer's premises without my identity card issued by the Company, without a prior appointment or without the customer's consent;
- ii. Provide literature to a customer that has not been approved by the Company;
- iii. Use any misleading, deceptive or unfair trade practices during the sale or otherwise;
- iv. Require a customer to purchase any literature or sales demonstration equipment;
- v. Make any claim that is not consistent with claims authorized by the Company;
- vi. Conduct fraudulent sales activities, make false or misleading representations or engage in any other form of fraud, coercion, harassment or unconscionable or unlawful activities;
- vii. Indulge in mis-selling of Partner.Co Products to customers, as defined in the Direct Selling Rules;
- viii. Refuse to take back spurious goods or deficient services and refund the consideration paid for the goods and services provided;
- ix. Charge any entry fee or subscription fee to any individual;
- x. Induce customers to make a purchase based upon the representation that they can reduce or recover the price by referring customers to you for similar purchases; and
- xi. Promote or participate in a pyramid scheme and/or money circulation scheme or enrol any person to such schemes.

2. **Cooling off period:** A newly joined Brand Partner shall have a cooling off period of 30 days to cancel this Agreement and receive a full refund against the product purchased in this period.

3. **Presenting Partner.Co Products and Services.** I agree to present the Partner.Co Compensation Plan and Partner.Co products and services as set forth in official Partner.Co literature.

4. **Independent Contractor Status.** I agree that as a Partner.Co Brand Partner, I am an independent contractor [and will not negotiate, conclude and/or enter into any contract or agreement to bind Partner.Co or not an employee, agent, partner, legal representative, or franchisee of Partner.Co]. I am not authorized to and will not incur any debt, expense, or obligation, or open any bank account on behalf of, for, or in the name of Partner.Co. I understand that I shall control the manner and means by which I operate my Partner.Co business, subject to my compliance with these Terms and Conditions, the Partner.Co Policies and Procedures (the "Policy Manual") and any other Partner.Co policies and procedures which may be distributed from time to time. The most recent policies and procedures may be found on www.Partner.Co.

I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF Partner.Co TAX PURPOSES. Partner.Co will only be responsible for such deductions and withholdings as it is legally required to and I as Brand Partners shall be solely responsible for all of my Tax compliances. I agree to be bound by all sales tax collection agreements between Partner.Co, all appropriate taxing jurisdictions, and all related rules and procedures.

5. **Partner.Co Policies.** I have carefully read and agree to comply with the Policy Manual and Compensation Plan which are both incorporated into and made a part of these Terms and Conditions by this reference. I understand that I must be in good standing and not in violation of any of the terms of this Agreement in order to be eligible to receive any bonuses or commissions from Partner.Co. I understand that these Terms and Conditions, the Compensation Plan, or the other policies and procedures which may be distributed by Partner.Co from time to time may be amended at the sole discretion of Partner.Co, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official Partner.Co materials and on the Company's official web site. The continuation of my Partner.Co business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments. I understand that the Policy Manual may be amended at the sole discretion of Partner.Co.

6. **Term and Termination.** The term of this Agreement shall start upon allotment of the Brand Partner ID to the applicant by the Company post acceptance and verification of the submitted and completed signed Brand Partner Agreement along with the KYC documents stated in clause 1. Rejection of the Brand Partner Agreement shall not constitute an agreement between the Company and the Applicant. I understand and agree that I DO NOT NEED TO PAY ANY JOINING FEE OR RENEWAL FEE. I understand that I am entitled to terminate this Agreement without assigning any reason by giving 30 days' notice to the Company of such termination. I understand that Partner.Co may terminate my account and this Agreement forthwith in case:

- I violate any provision of the terms and conditions of this Agreement including any amendments thereto of this Brand Partner Agreement, Policy Manual, Compensation Plan or if I violate the Direct Selling Rules/Guidelines published by the Government of India or any State Government;
- Misrepresentation is observed by the Company pertaining to my identity or any information furnished by me to the Company including, but not limited to, the information provided in this Agreement. I also understand and agree that Partner.Co has the right to terminate this Agreement by giving 15 days' notice in writing if I fail to make any purchase or sale of Partner.Co Products or services for a continued period of 1 year since the operation of this Agreement or since the date of my last sale or purchase of Partner.Co Products. Partner.Co may, in its sole discretion, terminate my Agreement for any reason by giving 30 days' notice in writing (including by email). If my Agreement is cancelled or terminated for any reason I understand and agree that I will permanently lose all rights as a Brand Partner and I shall not be eligible to sell Partner.Co Products or services or to receive commissions, bonuses or other remuneration from the activities of my former downline sales organisation. In the event of cancellation or termination I agree to forfeit and waive all rights I have, including but not limited to property rights, to my former downline organization and to any commission, bonuses or other remuneration derived through the sales and other activities of my former downline organisation. If my Agreement is cancelled or terminated for any reason, I agree to immediately discontinue use of any and all Partner.Co trademarks, service marks and copyrighted materials. I also agree that during the term of this Agreement and for one (1) year following the termination or cancellation of this Agreement regardless of the reason for termination or cancellation, I will not directly or indirectly solicit or recruit (as defined in the Partner.Co Policy Manual) any Partner.Co Brand Partner who is in my current or former downline organisation or with whom I became acquainted by virtue of my participation as a Partner.Co Brand Partner.

I understand that if I am actively participating in the Auto-Delivery program on the anniversary date of my Agreement, Partner.Co will automatically renew my Agreement for another year (unless Partner.Co elects to exercise its right not to renew or if I am in breach of the Agreement).

7. **Assignment.** I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Partner.Co. Partner.Co may freely assign this Agreement at any time. Any attempt to transfer or assign this Agreement without the express written consent of Partner.Co renders this Agreement terminable at the option of Partner.Co and may result in termination of my business.

8. **Breach of the Agreement.** I understand that if I fail to comply with the terms of this Agreement, Partner.Co may, at its discretion, impose upon me disciplinary action as set forth in the Policy Manual. If I am in breach, default, or violation of this Agreement at termination, I will not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. If I fail to pay for products or services when payment is due or am indebted to Partner.Co for any reason, I authorize Partner.Co to withhold and retain the appropriate amounts from my bonus or commission checks or to charge my credit cards which I have placed on file with Partner.Co.

9. **Limitation of Liability and Indemnification.** Partner.Co, its directors, officers, shareholders, members, managers, employees, assigns, and agents (collectively referred to as "affiliates"), will not be liable for special, indirect, incidental, consequential, or exemplary damages. If Partner.Co is found to be in breach of this Agreement, the amount of damages I may claim shall be limited to the amount of unsold inventory that I personally purchased from the company and have remaining on hand. I release and agree to indemnify Partner.Co and its affiliates from all liability arising from, or relating to my actions in the promotion or operation of my Partner.Co business and any activities related to it (for example, but not limited to, the presentation of Partner.Co products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).

10. **Entire Agreement.** This Agreement and the Policy Manual, in their current forms and as amended by Partner.Co at its discretion, together constitute the entire agreement between Partner.Co and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement or Policy Manual are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and the Policy Manual (in their current form or as subsequently modified), the Policy Manual will govern.

11. **Waiver and Severability.** Any waiver by Partner.Co of any breach of this Agreement must be in writing and signed by an authorized officer of Partner.Co. Waiver by Partner.Co of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.

12. **Survival.** Sections 8, 9, 10, 12, 13, and 16 of this Agreement, as well as the covenants against competition and solicitation and covenants to protect Partner.Co's trade secrets, confidential information, and other proprietary materials, as set forth more fully in the Policy Manual, will survive the termination of the Agreement.

13. **Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising out of this Agreement or the breach thereof, the parties hereto shall use their reasonable efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions or differences, except as provided herein, shall be referred to an arbitration in accordance with the Delhi International Arbitration Center, Delhi High Court ("DIAC") Arbitration Rules in force at the time of the commencement of the arbitration. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made thereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration shall be concluded in the English language and the seat or legal place of the arbitration shall be at Gurugram in the State of Haryana. The arbitration award(s) rendered there shall be final and binding on the parties. Judgment on the award(s) rendered there may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

14. **Electronic Communication:** I authorize Partner.Co and its affiliates to communicate with me through electronic mail, fax, by mobile phone number or by posts at residential and/or business addresses provided in this Brand Partner Agreement. I understand that such email may include offers or promotions for the sale and purchase of Partner.Co products, sales aids, services or other Partner.Co promotional and/or marketing material.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with Indian Law.

16. **Use of Name and Image.** I authorize Partner.Co to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use.

17. **Counterparts.** This Agreement may be executed in counterparts, each deemed an original and together constituting one instrument. Execution by scanned or PDF copies exchanged via email shall be valid and binding. Any such copy submitted to Partner.Co must include the complete document, including front and back pages, where applicable.

18. **Data Protection.** I give consent for Partner.Co to use and process the personal data contained in this application/Agreement and to transfer this personal data, together with information about this Brand Partner account's future sales activities, to any of Partner.Co's worldwide subsidiaries and affiliated companies and to other Brand Partners who are in the same sales organisation or distribution chain, for the purposes of: (a) administering the sales and distribution of Partner.Co's products; (b) providing reports to its Brand Partners of sales activity in their sales organisations; and (c) facilitating training and support programs. I understand that if I receive a sales report containing personal data of other Brand Partners, I agree that I will not use such personal data except in the administration and development of my sales organisation and that upon termination of my Agreement, I will immediately delete all such personal data from my files except as otherwise required by law. The Parties agree that this obligation survives the termination of this Agreement. In the event I would like any correction to my personal data or obtain information on my personal data in the possession or under the control of Partner.Co I would contact Nupoor Sharma at nupoors@partner.co. I understand that Partner.Co collects and retains my KYC documents including my PAN card number and bank account details for tax purposes as required by law. Partner.Co may also inspect my originals or other identity proofs thereof for identity verification purposes.