



Photo

Jasan Travel Marketing (P) Ltd.

Registered Office: Bhbhat, Zirakpur Tehsil Derabassi, Punjab
Website: www.jtmindia.com

DIRECT SELLER AGREEMENT FORM

ID No.

Password

SPONSOR NAME SPONSOR ID NO
CARD NO SIDE..... DATE OF JOINING/...../.....

Please fill the form in Block Letter only
Please ensure that the application's name is the same as mentioned in the application's Bank A/c

NAME OF APPLICANT _____

S/O,W/O, D/O _____

DATE OF BIRTH ____ / ____ / ____

GENDER M F

MARITAL STATUS M UM

ADDRESS _____

STATE _____ PIN CODE _____

PAN CARD NO. _____ OCCUPATION _____

MOBILE NO. _____ LAND LINE _____

NOMINEE NAME _____

NOMINEE RELATION _____

Distributor Bank Detail – Bank Name _____

Branch Name _____ IFSC Code _____

Account No. _____ Account Type Saving Current

D.D. Should be made in favour of Jasan Travel Marketing (P) Ltd. Payable at Zirakpur (Cheque not accepted)

I have read, and understood the terms and condition overleaf and agree to abide by these.

Signature of Applicant

M/s JASAN TRAVEL MARKETING Pvt. Ltd., a Company incorporated under the Companies Act, 1956, and having its Registered Office in Bhabhat, Zirakpur Tehsil Derabassi, Punjab, running business in the name and style as JTMINDIA, hereinafter referred to as "The Company". The Company is engaged into the business of direct selling on Contract Basis and in other business activities as stated in the Object Clauses of memorandum of Association of the Company. The Company exclusively uses its website to display the details of the products, marketing methods and business monitoring. It uses verbal publicity to promote its business. The Company appoints Direct Sellers across the country for marketing and sale of its products and services on Contract Basis. Individuals (Indian Citizens only) Interested in becoming the Direct Seller of the Company, can apply for the same in prescribed form. Filling each & every column is mandatory. There is no deposit or any charges for becoming a Direct Seller of the Company. Before filling the application form, the intending Direct Seller shall go through the terms and conditions herein below thoroughly and if he agrees the terms and conditions, he shall append his signatures in the column provided hereunder as token of their acceptance.

Definitions:-

The following words used in these presents shall have the meaning as defined here under:

- Direct Selling** : Means marketing or sale of goods and services directly to the end user/ consumer either by oral publicity or display or demonstrations of the goods/products/services or by distribution of pamphlets.
- Direct Selling Entity/Company** : Means a Company namely M/s JASAN TRAVEL MARKETING Pvt. Ltd. having its registered office at Bhabhat, Zirakpur and running its main business in the name and style of JTMINDIA.
- Direct Seller** : Means a person competent to enter into contract as per "Indian Contract Act", and who is authorized and registered as Direct Seller.
- Consumer** : Means a person who purchases goods or hires services for consumption and not for commercial purposes. It shall have the same meaning as provided under the Consumer Protection Act, 1986.
- Goods / Products** : Means goods/products/services defined in the Sale of Goods Act, 1930
- Sales incentive** : Means amount of incentive payable to the Direct Seller for effecting sale of goods /products /services as stipulated in the contract between the Direct Seller and Direct Selling entity.
- Unique ID /Track ID** : Means unique identification number issued by the Company to the Direct Seller as token of acceptance of his/her application for Direct Selling of the goods/ products of the Company.
- Password** : Means unique code allotted to each Direct Seller to allow them to log on to the website of the Company.
- Website** : Means the official website of Company i.e. www.jtmindia.com.

THE APPOINTMENT AND UNDERSTANDING : The Company upon scrutiny and verification of the Application may register the Applicant as "Direct Seller" for Selling the goods/products/Services of the Company. The Company shall be at liberty to accept or reject the application at its discretion. The Direct Seller shall enjoy the following privileges:- 1. Incentive for effecting sale of goods /products/Services of the Company as per marketing plan. 2. No territorial restriction to sale the goods/products/Services. 3. Search and inspect his account on website of the Company through password awarded by the Company. 4. Earnings of the Direct Seller shall be in proportion to the volume of performance by the Direct Seller either by his personal efforts or through team as stipulated in the marketing plan of the Company. An individual, upon appending his signature at the bottom of these presents, shall be deemed to have accepted the terms and conditions stipulated herein. Upon registration after scrutiny of the application, he shall become the direct seller of the Company. Allotment of password and ID shall be construed as registration as direct seller.

The applicant hereby covenants that as under:

- i. That he has clearly understood the marketing methods/plan, the compensation plan, its limitations and conditions. He agrees that he is not relying upon any misrepresentation/s or fraudulent inducement or assurance that is not set out in terms and conditions or other officially printed or published materials of the Company.
- ii. Relation between the Company and the Direct Seller shall be governed, in addition to this agreement, by the rules and procedure mentioned in the marketing plan, available on website. The Direct Seller further confirms that he has read and understood the terms & conditions carefully and agrees to be bound by them.
- iii. Direct Seller shall act as a freelancer and shall not commit any misfeasance or malfeasance to create any liability/obligation on the Company.
- iv. It is made and understood in very clear terms that Direct Seller is not an Agent, Employee nor an authorized representative of the Company or its service providers. He is not authorized to receive/accept any amount/payment for and behalf of the Company and any payment received by him will not be deemed to be received by the Company.
- v. Direct Seller, hereby declare that all the information furnished by him is true and correct. Company shall be at liberty to take any action against the Direct Seller in the event, it is discovered that the Direct Seller furnished any wrong/false information to the Company.

GENERAL TERMS : The Company may appoint any person for Collection/distribution services. Direct Seller is required to visit the Company's official website from time to time to get such appointment and avail facilities make payment and collect valid receipt and products from its outlet/collection center. The Direct Seller will be eligible for facilitation fees or income, as per the volume of sale of Products/services/Business done by him, subject to the eligibility norms formulated by the Company from time to time. The Company does not guarantee/assure any particular or fixed facilitation fees or income to the Direct Seller. Track ID has to be quoted by the Direct Seller for all his/her transactions and correspondence with the Company. The track ID once chosen cannot be altered at any point of time. No communication will be entertained without unique ID and password. Direct Seller shall preserve the ID and Password properly as it is "must" for logging on to website. Commission/income to the Direct Seller shall be subjected to statutory deductions as applicable. The Company reserves its right to withhold/block/suspend the Direct Seller in the event the Direct Seller fails to provide any details as desired by the Company from time to time including but not limited to Pan card details. Processing charges and any other applicable charges will be deducted as per the Company's norms. Direct Seller undertakes to adhere for policies, procedures, rules and regulations formed by the Company. The Direct Seller shall be faithful to the Company and shall uphold the integrity and decorum to the Company and shall maintain good relations with other Direct Seller and their clients. Company reserves the rights to modify the terms and conditions, products, plan, business and policies at anytime without notice. Modification shall be published through the official website of the Company and such modification/amendment shall be applicable and binding upon the Direct Seller from the date of such notification. In case of death of Direct Seller either his nominee or one of the legal heir with consent of all the legal heirs may join the Company as Direct Seller in place of the deceased provided he applies in prescribed form and undertakes to abide all rules and regulations, terms and conditions etc. in the same manner as that of original Direct Seller. In case of failure to arrival at such consent within six months from the date of death of the Seller, the Company shall be at liberty to terminate the ID. For this period the Company will keep his ID in abeyance. If any Direct Seller loses his contractual capacity due to any reason such as lunacy, bankruptcy or sentenced to imprisonment or any other legal embargo is created, his Direct Seller ship shall be continued through the person duly appointed by the competent Court. Direct Seller shall have to follow all statutory laws, rules and regulations in operation of their JTMINDIA business. Direct Seller shall not engage in any deceptive or unlawful trade practice as defined Statute. Direct Seller shall not manipulate the JTMINDIA marketing plan or product's rate, BV, PV etc., in any way. Direct Seller shall not send, transmit or otherwise communicate any messages to anybody on behalf of the Company without any authority from the Company. Direct Seller or any other person under him is strictly prohibited to use Promotional Material, other than the developed and authorized by the Company. Direct Seller shall not use the JTMINDIA trademark, logotype and design anywhere without written permission from the Company. Said permission can be withdrawn at any time by the Company. All the arrangements, expenses, permission from local authorities, complying with rules of central and state government and local body is whole responsibility of Direct Seller for meetings and seminars conducted by Direct Seller.

PROHIBITIONS : 1. Direct Seller shall not engage in any activities of Multi Level Marketing of any other Company/person. If it is found then such Direct Seller shall be terminated. 2. Direct Seller is prohibited from listing, marketing, advertising, promoting, discussing, or selling any product, or the business opportunity on any website or online forum that offers like auction as a mode of selling. 3. The Direct Seller hereby undertakes not to compel or induce or mislead any person with any false statement/promise to purchase products from the Company or to become Direct Seller of the Company.

DUTY AND CONFIDENTIALITY : Parties shall keep and maintain secrecy and confidentiality about the information for which they are obliged and expected to keep secret and not disclose anybody other than the persons to whom is reasonably expected to be disclosed.

SPECIAL CONDITIONS : Notwithstanding anything stated or provided herein, the Company shall have all powers and discretion to modify, alter or vary the terms and condition in any manner it deems fit and shall be communicated through official website or other mode as the Company deems fit and proper. If any Direct Seller does not agree to such amendment, he may terminate his agreement within 45 days of such publication by giving a written notice to the Company. Without any objection to such modifications /alterations, if Direct Seller continues his activities, it will be deemed that he has accepted all modifications and amendments in the terms & conditions for future.

TERMINATION : Company may terminate this agreement for any reason not limited to;

1. Pursuant to the provision to the marketing plan. 2. For reason of non-performance. 3. Any unethical and pre judicial work to the interest of the Company. 4. For the breach of any terms and conditions of this agreement and marketing plan. 5. Information given by Direct Seller found wrong/false. 6. In convicted of an offence punishable imprisonment of whatever term. 7. Is declared bankrupt. 8. Is not mentally sound to handle the business. 9. Migrate to other country. 10. Termination of a Direct Seller means termination of All rights and entitlements as a JTMINDIA Direct Seller. 11. Personal information given on website. 12. Identification as a JTMINDIA Direct Seller. 13. Right to go at any JTMINDIA office and attend JTMINDIA meetings/seminars. 14. The Direct Seller may terminate this agreement at any time by giving a written notice to the Company.

FORCE MAJEURE : The Company shall not be liable for any failure to perform its obligations where such failure has resulted due to Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, any type of redirection by Government (Central and / or State), Local Authority etc.

RECOURSE AND LEGAL APPLICABILITY : The terms and conditions stipulated in the forgoing paragraphs shall be governed in accordance with the law in force in India. Disputes, either civil or criminal in nature, shall be subject to the exclusive jurisdiction of the courts in Derabassi, Punjab only and nowhere else. a. If any dispute or difference arises out of or in relation to these presents, the same shall be referred to sole arbitrator appointed by the Company. Direct Seller shall not raise any objection, in case the Arbitrator so appointed any manner whatsoever. Arbitration shall be conducted as per "Arbitration and conciliation Act, 1996" as amended from time to time. Venue of such Arbitration shall be in Derabassi and the language shall be English. JTMINDIA's liability, whether in contract, tort or otherwise arising out of or in connection with the agreement and/or relationship arising there from shall not exceed a) actual damages or loss assessed by the arbitrator or any other dispute resolution mechanism adopted by the parties or b) the average commission earned by the Direct Seller during preceding six months of the date of dispute.

Solemnly affirm and declare as follows: That I have read and understood the terms and conditions for appointment of Direct Seller of the Company. 1. I have also gone through the Company's official website, printed materials, brochures and convinced about the business and I have applied to appoint me as a Direct Seller on my own volition. 2. I declare that I have not been given any assurance or promise or inducement by the Company or its Directors in regard to any fixed income incentive, prize or benefit on account of the products purchased by me. 3. I have clearly understood that eligibility of income exclusively depends on my performance in business volume as from terms & conditions. I further agree that company reserves the right to change the Business Plan at any point of time without prior notice. 4. I undertake not to misguide or induce dishonestly anybody to join the Company.

I hereby agree and adhere to the terms and conditions as stipulated along with the application form and as mentioned above to agree to purchase the product as Consumer/to do the Direct Seller activities. I hereby agree to submit all disputes to arbitration as provided in the terms and conditions of the Company. I also declare that at present any other Direct Seller ship Identity [ID] is not activated in my name.

I do hereby declare and confirm that, I have understood the terms and Conditions and agree to abide by these.