



**Miraculous Wellness Pvt. Ltd.**

**REGISTERED OFFICE-**

8k, 116, K B Makan B Jodhpur City circle,  
Basni Jodhpur, Rajasthan

**HEAD OFFICE:-Miraculous Wellness PVT. LTD.**

just near Vedanta Hospital 200 feet bypass ,

Ajmer Road Jaipur,302021

**Annexure - (C)**

**OFFLINE**

**IDENTIFICATION NUMBER**

The number above will be my Miraculous Wellness ID Number  
once this application is accepted

**AFFIX PHOTO**  
(3.5cmX4.5cm)

**Applicant's photo**

**AFFIX PHOTO**  
(3.5cmX4.5cm)

**Spouse Photo**

**MIRACULOUS WELLNESS PVT. LTD. APPLICATION AND AGREEMENT**

This application must be completed accurately and in its entirety in order to be considered by Miraculous Wellness Pvt. Ltd.

**APPLICANT INFORMATION**

**Name :-** ..... **Last Name :-** .....

**\*Prior to commencement of food business it is mandatory to obtain FBO registration/license**

**Residential Address(P.O Boxes are not accepted)** .....

**City** ..... **State** ..... **Pin Code** .....

**Country Code** ..... **Area Code** ..... **Day Phone** .....

**Country Code** ..... **Mobile Phone** .....

**Country Code** ..... **Area Code** ..... **Evening Phone** .....

By providing your phone number you have consented to receive telephonic  
Communication and thus override your registration under DND.

**Email Address** .....

**\*your email address must be unique and not shared by another Associate By providing your email address, you have consented to receive commercial email communication from Miraculous Wellness**

**Date Birth(month spelled out)** ..... **(day)** ..... **(year)** ..... **(age)** .....  
Please tick application document : Proof of address/ proof of identity - voter ID ☐ Ration card(only if it contains applicant's)  
Photography ☐ Aadhar Card ☐ Driver Licence ☐ Passport ☐ PAN Card  
Attach copy of document along with the application. If PAN is attached please include one document for address as mentioned  
above. Bank Phone Bills from Government owned companies. Attach copy of document along with the application. If PAN is attached please include one document for address as mentioned above.

**Applicant's Aadhar Card No.** ..... **Applicant's PAN Card no.** ..... **FSSAI Registration number (Mandatory)\*** .....

**Bank Account Name** ..... **Bank IFSC Code** ..... **Bank Account No.** .....

**GST No.** ..... **Trade Name** .....

**Spouse Last Name** .....

**\*Spouse's name is for recognition purpose only and is not an indication of ownership an entitlement.**

**SPONSOR'S INFORMATION**

**Sponsor's Name (print)** .....

**Phone** .....

**Sponsor's Miraculous Wellness ID Number** .....

**GLOBAL MANAGER INFORMATION**

**Sponsor's Name (print)** .....

**Phone** .....

**Miraculous Wellness Global Manager ID Number** .....

**D Distributorship**

**1. Becoming a Distributor :** I hereby apply to be an Distributor of Miraculous Wellness on the terms and conditions set forth below and in the "Materials" (as defined below) I will become an Distributor only when this application is accepted by Miraculous Wellness in its sole and absolute discretion by entering my Distributorship into in records at Miraculous Wellness Office In India. Until then I am granted a limited, revocable right to buy and. If I choose, to resell Miraculous Wellness @ Products.

**2.Prior Distributorship and Participation :** I acknowledge that the Rules of Contact require Onr-year period of inactivity following : resignation of any prior Distributorship or if my spouse or I previously owned or assisted in the operation of an Miraculous Wellness Associateship or Distributorship, I will complete the following information which I represent and warrant is true:

**Prior Distributorship ID** ..... **Name** ..... **Application Date : .....** ...../...../...../connection with that Distributorship...../...../...../  
**Month Day Year** ..... **Month Day Year** .....

**I hereby acknowledge that I have reviewed and understand this Miraculous Wellness Distributorship Application and Agreement, including all of the documents herein as "Materials" which are incorporated herein, and that I agree to be bound by all of them**

**Applicant's Signature :** .....  
...../...../.....  
**Month Day Year** .....

**REGISTERED OFFICE : Miraculous Wellness PVT. LTD.** 8k, 116, K B Makan B Jodhpur Citycircle, Basni Jodhpur, Rajasthan. Mo.

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**HEAD OFFICE:-Miraculous Wellness PVT. LTD.** just near Vedanta Hospital 200 feet bypass Ajmer Road Jaipur,302021

Design for: Miraculous Wellness +91 8905033830

# MIRACULOUS WELLNESS PVT. LTD.

THIS AGREEMENT (the "Agreement") is made on [ Date Month Year], by and between [MIRACULOUS WELLNESS PVT. LTD.], a Company incorporated under the provisions of the Companies Act, 1956 and the term and conditions are constructed in accordance with model guidelines on direct selling issues by the Government of the India, Ministry of Consumer Affairs, Food & Public Distribution Department of Consumer Affairs on 9<sup>th</sup> Sep 2016 (F. NO 21/18/2014 –IT(VOL-II)) and having its registered office at 8k, 116, KB Makan B Jodhpur Citycircle, Basni Jodhpur, Rajasthan. Mo. +91 8905033830 (the "Miraculous Wellness Pvt. Ltd.") and [Distributor]  
[Address .....City ..... State..... Pin Code.....] (the "Direct Selling Distributor").

NOW, THEREFORE, in consideration of the manual promises contained herein, the parties agree as follows:

## 1. Definitions

As used herein, the following terms shall have the meanings set forth below:

- A. Direct Seller will have the title of "Distributor".
- B. "Direct Selling" means marketing, distribution and sale of goods or providing of services as part of network of Direct Selling other than under a pyramid scheme. Provided that such sale of goods or services occurs otherwise than through a "permanent retail location" to the consumers, generally in their houses or at their workplace or through explanation and demonstration of such goods and services at a particular place.
- C. "Direct Selling Entity" means an entity i.e. [Miraculous Wellness Pvt. Ltd.], not being engaged in a pyramid scheme, Which sells or offer to sell goods or service through a direct seller? Provided that "Direct Selling Entity" does not include any entity or business notified otherwise by the Government for the said purpose from time to time.

## 2. Indemnification by Distributor

Distributor shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasance acts of Distributor or misrepresentation or breach of any obligations under this agreement.

## 3. Conduct for the Protection of Consumer

- 1.1 The relationship between Miraculous Wellness Pvt Limited and Distributor shall be determined as per the written agreement between the parties which shall contain the rights and obligations that are expressly provided as conditions for the conduct of Direct Selling businesses well as provide for the obligation of the Miraculous Wellness Pvt Limited and the Distributor in terms of these guidelines:
- 1.2 All other rights and obligations shall be determined as per the express Terms of written agreement between a Miraculous Wellness Pvt Limited and
  - 1. Miraculous Wellness Pvt Limited will be liable for grievances arising out of sale of products, services or business opportunity by its Distributor
  - 2. It will be the responsibility of the Miraculous Wellness Pvt Limited to monitor and control the practices/methods adopted by the Distributor
  - 3. Distributor and Miraculous Wellness Pvt Limited shall take appropriate steps to ensure the Protection of all private information provided by a consumer,
  - 4. Direct Sellers and Miraculous Wellness Pvt Limited be guided by the provision of the Consumer Protection Act 1986.
  - 5. All complaints received over phone, email website, post and walk-in should have a complaint number for tracing and tracking the complaint and 15 days taken for redressal.
  - 6. Miraculous Wellness Pvt Limited constitute a Grievance Redressal Committee Whose composition, nature of Responsibilities shall include but not limited to:
    - a. The Grievance Redressal Committee shall consist of at least three officers the Miraculous Wellness Pvt Limited b) The Grievance Redressal Committee shall address complaints and inform complaints of any action taken
    - b. Complaints may be made by any member of general public against a Distributor of the Company, an employee or any other officer of the entity
    - c. All such grievances will be resolved directly by the Miraculous Wellness Pvt Limited.
  - 7. Distributor who sells or offer the sale, including one an e-commerce platform/marketplace, any product or service of a Miraculous Wellness Pvt Limited must have Prior written consent from the respective Miraculous Wellness Pvt Limited in order to undertake or Solicit such sale or offer.

## 4. Refund Policies

Notify and provide a full refund or buy back guarantee to every Distributor on Reasonable commercial terms which can be exercised within a period of 180 days, From the date of the distribution of the goods or services to the Distributors. From the consumer refund of product in 30 days.

## 5. Term and Termination

- A. Term. This Agreement shall commence on the date first written above for a period of [1 year] unless terminated earlier as provided herein below.
- B. Termination. Either party to this agreement shall have the right to terminate this agreement with a prior written notice of thirty (30) days to the other party.
- C. Return of Materials. All of Company's trademarks, trade names, data, photographs, literature, and sales aids, customer related database of every kind shall remain the property of Company. Within five (5) days after the termination of this Agreement, Direct seller shall return all such items to company. Distributor shall not make or retain any trademarks, marks and trade name of Company.
- D. This agreement will be reviewed by the company after a period of [12 months]. Any Direct seller not performing to the full satisfaction of the company in terms of securing new orders and company's policies is liable to be terminated.

## 6. Limitation of Liability

In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures or commitments in connection with the business or goodwill of Company or Direct seller.

## 7. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of Republic of India. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Jodhpur (Rajasthan).

## 8. Entire Agreement

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussion or agreements between them. No modification or amendment to neither this Agreement, nor any waiver of any rights under this Agreement to be done unilaterally and it shall be effective unless in writing signed by the party to be changed.

## 9. Notices

Any notices required or permitted by this Agreement shall be deemed given to registered Address of both parties.

## 10. Arbitration

In case of any dispute the matter first should be solved through arbitration.

For Company

For

[Name] MIRACULOUS WELLNESS PRIVATE LIMITED  
[Address] 8k, 116, K B Makan B Jodhpur Citycircle,  
Basni Jodhpur, Rajasthan

Date: Place:

Authorised Signature

Name :- ..... Age :-.....  
Address :- .....  
Date :- ..... Place .....

Signature Distributor