

# MiRaNa Industries Private Limited

(Formerly MiRaNa Healthcare Private Limited) CIN: U24230KA2015PTC082350, GSTIN: 29AAJCM8917G1ZZ  
No 13/9/11, HSMI Industrial Estate, 5<sup>th</sup> Cross, Okalipuram, Bengaluru 560021 Ph. 9900333322, [mirakul007@gmail.com](mailto:mirakul007@gmail.com)

## Direct Seller Contract Cum Application Form

**Note:** The Company doesn't allow direct members/affiliates/distributors/franchises, any person willing to join our MLM Business need to approach an existing member to sponsor him and to gain knowledge about the business. If you are willing to join the MLM business but are unable to find a sponsor or existing member please call 9900333322, we will arrange for an existing member to approach and explain you about our MLM business model and terms and conditions. The applicant declares that the business concept has been explained to him by his sponsor / authorized representative of the Company. He further declares that He have read and understood the terms and conditions, policies of the company as available on mirakul.in and agree and shall abide by them on his registration as a member. Member will be activated only after submission of documents and successful KYC verification.

Direct Seller User ID :		<b>Affix Passport Size Photo Here</b>	
Applicant Name:			
Applicant D.O.B. :			
Mobile Number :			
E-mail Address :			
Bank Name :			
Bank A/c No. :			
IFSC Code:		Alternate Phone:	
PAN No. :		ID Card required:	<b>Yes:</b>
<b>Address:</b>   			
City/Dist:	State:	Pincode:	

**Important : Applicants are requested to provide details as per PAN and also to provide mobile number linked with PAN. Correct details are needed to verify PAN details.**

Sponsor Name. :	Sponsor User ID :
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Applicant Sign: .....

# **MiRaNa Direct Seller Contract**

THIS AGREEMENT is made on ..... (Date), by and between **MiRaNa Industries Pvt. Ltd.**, a Company incorporated under the provisions of the Companies Act, 2013 and having its registered office at No 13/9/11, HSMI Industrial Estate, 5<sup>th</sup> Cross, Okalipuram, Bengaluru 560021 and Sri/Smt....., ("Franchise / Member / Distributor ") residing at address as mentioned above.

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

- 1. Definitions:** As used herein, the following terms shall have the meanings set forth below:  
A. "Products" shall mean the Company's Products to be sold by Direct Selling Agent and such Products as may be communicated by the Company in writing to the Direct Selling Agent from time to time.
- B. Direct Selling Agent will have the title of "Franchise / Member/ Distributor."

## **2.Appointment**

Company hereby appoints Direct Selling Agent as its non-exclusive selling agent for the Products, and Direct Selling Agent hereby accepts such appointment. Direct Selling Agent's sole authority shall be to solicit customers for the Products in accordance with the terms of this agreement. Direct Selling Agent shall not have the authority to make any commitments whatsoever on behalf of Company.

## **3.General Duties**

Direct Selling Agent shall use his best efforts to promote the Products and maximize the sale of the Products. Direct Selling Agent shall also provide reasonable assistance to Company in promotional activities. Direct Selling Agent will assist the company by taking part in all promotional events; use the marketing inputs judiciously for maximizing orders for the company.

## **4.Reserved Rights**

Company reserves the right to solicit/engage other Agents, Direct Selling Agents directly from businesses. Direct Selling Agent's task is to solicit customers from all potential businesses.

## **5.Independent Contractor**

Direct Selling Agent is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise, or (iii) allow Direct Selling Agent to create or assume any obligation on behalf of Company for any purpose whatsoever. Direct Selling Agent is not an employee of Company and is not entitled to any employee benefits. All financial and other obligations associated with Direct Selling Agent's business are the sole responsibility of Direct Selling Agent.

Applicant Sign: .....

## **6.Indemnification**

Direct Selling Agent 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 malfeasant acts of Direct Selling Agent or misrepresentation or breach of any obligations under this agreement.

## **7.Commission**

**A. Sole Compensation:** The Company shall pay the Direct Selling Agent a commission at such rate as may be communicated by the Company in writing to the Direct Selling Agent, for whole or part of the Products hereto, based on the Maximum Retailing Price of the product as fixed by the company on every new order. This commission will be subjected to the relevant taxes as applicable. The Company reserves its right to revise the rate of commission from time to time and the same shall be intimated to the Direct Selling Agent in writing by the Company.

**B. Basis of Commission:** The Commission shall apply to all sales orders from customers solicited by Direct Selling Agent. (Customers defined as an individual or a company who have bought the product/Products from the Direct Selling Agent for their own use.)

**C. Time of Payment:** The commission on all PAID ORDERS shall be due and payable within Thirty (10) working days after the Direct Selling Agent raises invoice.

**D. Monthly Statements :** The Direct Selling Agent shall submit to the company the monthly statements of commissions due and payable to Direct Selling Agent under the terms of this Agreement.

## **9.Sale\_of\_Products:**

**A. Prices and Terms of Sale** Company shall provide Direct Selling Agent with copies of its current market price and this is subject to change and the sole discretion of the same lies with the company , its payment schedules, and all Rules and Regulations and other material available for sales presentation and customer's information. Direct Selling Agent shall quote to Customers only those authorized prices, payment schedules, and terms and conditions as informed by Company. The Products will be activated only after receipt of 100% payment pertaining to the order. The company will not refund any money in part or in full after payment on order is once received.

**B. Acceptance :** All requests for service obtained by Direct Selling Agent shall be subject to acceptance by Company and all quotations by Direct Selling Agents shall contain a statement to that effect. Direct Selling Agents shall have no authority to make any acceptance or commitments to customers. Company specifically reserves the right to reject any request for service or any part thereof for any reason, Company shall inform Direct Selling Agent of any written acceptances on commissionable applications/orders.

## **10.Additional\_Responsibilities\_of\_Direct\_Selling\_Agent**

**A. Expense of Doing Business** Direct Selling Agent shall bear the cost and expense of conducting its business in accordance with the terms of this Agreement. This would include salaries for the staff of the Direct Selling Agent who are engaged in the business of selling the products of the Company, expenses related to communications, telecommunication, mailing, conveyance and business entertainment if required. The company will not entertain any reimbursement on any expense made by the Direct Selling Agent other than the commissions.

Applicant Sign: .....

**B. Promotion of the Products** Direct Selling Agent shall make efforts to promote the sale of and stimulate demand for the Products with by direct solicitation. In no event shall Direct Selling Agent make any representation, guarantee or warranty concerning the Products except as expressly authorized by Company. The Company will take care of all online promotions on their website and ensure lead generations. Use of company logo, product logo, any advertising / promotion / marketing activity conceived originally by the Direct Selling Agent should be first approved in writing by [Company Name] before being implemented.

**C. Agents & Customer Service** Direct Selling Agent shall inform and assist customers on Company's Products, and shall perform such additional customer Products by e-mail, phone and fax, whenever needed, as good salesmanship requires and as Company may reasonably request.

**D. Books and Records** Direct Selling Agent shall notify Company of any Customer's complaints regarding either the Products or Company and immediately forward to Company the information regarding those complaints.

#### **11.Terms and Termination**

**A. Term.** This Agreement shall commence on the date first written above and shall remain in force as long as the direct member continues to do business unless terminated earlier as provided herein below. **B. Termination.** Either party to this agreement shall have the right to terminate this agreement with or without cause with a thirty (30) days written notice 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 Selling Agent shall return all such items to company. Direct Selling Agent shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, Direct Selling Agent shall cease to use all trademarks, marks and trade name of Company.

#### **12.Governing Law and Jurisdiction**

This Agreement will be governed by and construed in accordance with the laws of India. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of Bengaluru.

#### **KYC Documents Enclosed**

**(Please sign on each KYC document)**

Copy of Pan Card	<input type="checkbox"/>
Copy of Aadhar Front	<input type="checkbox"/>
Copy of Aadhar Back	<input type="checkbox"/>
Copy of Bank Statement	<input type="checkbox"/>

Applicant Sign: .....