



Amway India Enterprises Pvt. Ltd.,
Ground Floor, Elegance Tower, Plot No. 8, Non Hierarchical
Commercial Centre, Jasola, New Delhi - 110 025
Contact No. : 080-35276600 / 080-43516600
Email ID: care@amway.com
Website: www.amway.in

ABO number :

Please mention ABO number in this box

AMWAY BUSINESS OWNER APPLICATION

Please complete this Amway Business Owner Application (the "Application") in English for free appointment as a Amway Business Owner (also called "Distributor") for Amway India Enterprises Private Limited (hereinafter "Amway" or "Company"). Applicants must be 18 years of age or above. All sections are mandatory unless otherwise indicated. Please furnish all required supporting documentation. Acceptance of this Amway Business Owner Application is at the sole discretion of Amway. Further, Amway reserves the right to reject the application for any reason and to terminate or revoke any distributorship for reasons not limited to provision of incomplete, inaccurate, false or misleading information.

Has the Applicant or the Co-Applclicant previously been an Amway Distributor in India? Tick one (✓) ☐ Yes ☐ No If yes*, your Previous Distributor number

Is/was your spouse an Amway Distributor ? Tick one (✓) ☐ Yes ☐ No If yes*, your Spouse Distributor number

* Please attach an inactivity declaration.

APPLICANT INFORMATION

How would you be operating your Amway Distributorship?

☐ Individual ☐ Sole Proprietorship* ☐ Partnership firm* ☐ Private Limited Company* ☐ OPC (One person company)* (please provide details) Please tick (✓) your category. (Please provide relevant documentation. Please confirm applicable conditions are met before selecting - click here.)

Kindly give the name of the legal entity (the "Entity") formed solely to operate your Amway Business, and provide a completed Legal Entity Authorisation Form. (not for individual joining)

Name of the Primary Applicant / First Authorised Representative (in case of entity)

First Name Last Name

Name of the Co-applclicant / Second Authorised Representative (in case of entity)

First Name Last Name

Date of Birth of Primary Applicant Gender of Primary Applicant ☐ Male ☐ Female ☐ Other

Date of Birth of Co-applclicant Gender of Co-applclicant ☐ Male ☐ Female ☐ Other

PERSONAL DETAILS

Please provide your complete postal address with pin code and attach a copy of valid address proof along with this application form. Your application will be rejected without valid address proof. See all the acceptable document as mentioned below

Address

Address / Locality

City / Town / Village (Mandatory) District

PIN Code (Mandatory) State (Mandatory)

Primary Mobile No. (Mandatory) Primary E-mail Address (Mandatory):

Secondary Mobile No. Secondary E-mail Address:

Photo Identity Proof (Attach a self attested photo copy) ☐ UID / Aadhar Card ☐ Voter ID Card ☐ Passport ☐ Driving License ☐ Pan Card

Address Proof (Attach a self attested photo copy) ☐ UID / Aadhar Card ☐ Voter ID Card ☐ Passport ☐ Electricity Bill ☐ Passbook of Post Office / Bank Account

DETAILS OF BANK ACCOUNT ("Must be a Rupee Denominated Account")

A/c details of the Primary Applicant / Legal Entity.

Bank Account Number Bank Name

Branch Name:

IFSC Code

Please provide cancelled cheque which should have the account holder's name, bank account number and IFSC code of the bank. In case the cheque does not have the account holder's name, additionally please provide a copy of bank statement / bank passbook / any other attested bank document which verifies the account holder name, bank account, and IFSC code of the bank.

FSSAI REGULATORY INFORMATION

FSSAI Status: Please tick (✓) one ☐ Registered ☐ Applied ☐ Licensed

Registration Certificate / Acknowledgement / License No. :

Start Date: Expiry Date:

PERMANENT ACCOUNT NUMBER (PAN) DETAILS

Applied for ☐ Individual PAN No. Sole Prop. / Partnership / Pvt. Ltd. Co. / OPC PAN No.

(Personal PAN Details of the Primary Applicant) (PAN Details of the entity formed solely for the Amway Business)

RESIDENCY STATUS (only applicable to individual applicants)

Primary Applicant / First Authorized Representative. Please tick (✓) one ☐ Citizen of and resident in India ☐ NRI

Co-applclicant / Second Authorized Representative. Please tick (✓) one ☐ Citizen of and resident in India ☐ NRI

LINE OF SPONSORSHIP

Identify the ABO who will be your Sponsor

Distributor Number of your Immediate Sponsor

First Name of the Immediate Sponsor Surname of the Immediate Sponsor

This Amway Business Owner Application (ABO) constitutes the contractual Offer of the undersigned individual(s) or legal entity (through its authorized signatory(ies)), as applicable, addressed to Amway to enter into a Distributor Contract with Amway under the Terms and Conditions specified below this application form. The Applicant(s) hereby certifies(y) that he/she/they/it is/are legally competent to do business in India and is/are not bound by any legal requirement restricting or prohibiting his/her/their/its appointment as an Amway Business Owner. In the event of co-applclicant(s), the same shall have joint and/or several liability for their actions connected with the Amway Distributorship for which this application is made.

By signing this Application, I/We confirm that I/We have been Provided with or have undergone Orientation Program which provided fair and accurate information on all aspects of Amway's direct selling operation, about free joining, its remuneration system, its refund and return policy, consumer grievance redressal procedure in line with the Consumer Protection (Direct Selling) Rules, 2021 (as may be amended from time to time by the Central Government), the expected remuneration efforts required to achieve success in order to earn the expected remuneration and related rights and obligations as governed under the Amway Code of Ethics and Rules of Conduct. I/We further understand that Amway complies with all provisions of the Consumer Protection (Direct Selling) Rules, 2021 and that I/We are responsible for operating our Amway Business in a manner so as to comply with all provisions of the Consumer Protection (Direct Selling) Rules, 2021 (as may be amended from time to time by the Central Government). I/We further understand and agree that this application and any ensuing Amway Distributorship upon acceptance of this application by Amway shall be subject to the Terms and Conditions given below including the constituent documents as amended from time to time. I/We hereby confirm that my sponsor has made me/us aware about Amway, its Sales & Marketing Plan and the efforts required to achieve success in Amway. Furthermore, I/we understand and agree that my/our information provided in connection herewith may be used in accordance with Amway's Privacy Policy available at www.amway.in. I am signing this application under my own free will.

/ /
Date Signature / Thumb Impression* of Primary Applicant
(Authorised signatory of Proprietary concern / Partnership / Company)

/ /
Date Signature / Thumb Impression* Co-Applclicant

*Thumb Impression needs to be placed in presence of an Amway Executive.
© 2024 Amway India Enterprises Pvt. Ltd. All right reserved. Printed in India.

Terms & Conditions

These Terms and Conditions are to be read together with the Amway Business Owner Application ("Application"). They become binding if and when Amway, in its sole discretion, accepts the Application pursuant to Clause 2 herein and Section 3 and 4 of the Code of Ethics and the Rules of Conduct for Amway Business Owner (herein after jointly referred to as Rules)

1. Amway appoints as of the Effective Dates, the individual(s) identified in the above Amway Business Owner Application, or if applicable, the legal entity listed therein (the "Entity"), as a Amway Business Owner of Amway Products and services on a 'Principal to Principal' basis, and the Applicant(s) (herein after individually or collectively referred to as the Amway Business Owner agree(s) to such appointment. As of the Effective Date and upon receipt of ordering information and completion of any required formalities, the Amway Business Owner may, on a non-exclusive basis, within the Territory as may be communicated by Amway, and otherwise in accordance with the Amway Business Owner Contract, purchase Products from Amway in order to sell, distribute and market the same, and also register Preferred Customers. Amway may at its own discretion, appoint the Amway Business Owner as on the applicable Effective Date as defined here under subject to the prescribed conditions being met.

Definitions: (a). Cooling Off Period: shall subject to Clause 9, mean a period of 90 days from the date of acceptance of this Amway Business Owner Application by Amway, within which period any new Amway Business Owner shall be entitled to terminate this Contract without penalty and be entitled to full refund of price of products or materials purchased from Amway upon return of such products or materials in saleable condition. (b.) An Amway Business Owner (ABO) shall mean a person who has successfully demonstrated the capability and intent to retail Amway products to consumers by achieving the defined sales criteria and continues to demonstrate the same. An Amway Business Owner (ABO) means an Amway Business Owner who has been successfully assessed to possess the requisite skills and capabilities to build coach mentor and tutor a sales team and has accordingly been granted sponsoring rights by the Company. (c.) Amway Business Owner Contract: in accordance with Rule 2.1 of the Amway Rules of Conduct shall mean and include the following: i. Amway Business Owner Application ii. These Terms and Conditions forming part of the Amway Business Owner Application; iii. The Amway Sales and Marketing Plan; iv. The Code of Ethics of Amway Business Owner; v. The Rules of Conduct for Amway Business Owner vi. The Amway Refund Policy; and vii. The Quality Assurance Standards & The Digital Communications Standards, which forms part of the Amway Business Starter Guide as amended from time to time: viii. The Direct Selling Guidelines/Rules published by the Central or State Governments from time to time including its amendments thereof. Amway may notify any such amendments on its website, www.amway.in and also through issuance of Leadership and/or through any other mode of communications (d.) Saleable: shall mean marketable, unused, not expired, not seasonal, not discontinued or not being special promotional products and/or services. (e.) Territory: shall mean the Republic of India. (f.) Effective Date: An application shall be considered accepted when Amway enters the personal details of an Amway Business Owner on its records and communicates its acceptance to the Amway Business Owner in any manner whatsoever whether by issue of an identification card or by issuing the Amway Business Starter Guide.

2. Duration: This Amway Business Owner Contract, shall remain valid and continue to remain in full force unless terminated earlier by either Party with or without cause as given herein below in Clause 8.

3. No Employment Relationship: The Amway Business Owner hereby confirms that he/she/they has or have entered into this Amway Business Owner Contract as an Independent Contractor Nothing in the Amway Business Owner contract shall establish either an employment relationship or any other labour relationship between the Parties or a right for the Amway Business Owner to act as a procurer, broker, commercial agent, contracting representative or other representative of Amway. When purchasing and selling Amway Products, the Amway Business Owner shall operate as an independent vendor, acting in his/her/their own name, at his/her/their own responsibility and for his/her/their own account.

4. No Assignment: This Amway Business Owner Contract is intuitue personae entered into on a personal basis, and neither this Amway Business Owner Contract, the Business Development Assessment Certificate nor any of the rights or obligations of the Amway Business Owner arising hereunder may be assigned or transferred without the prior written consent of Amway.

5. Representative(s): The Primary applicant, Co-Applicant and Authorized Representative(s) acknowledge(s) that Amway will deal exclusively with the Primary applicant/Authorized Representative in respect of all Amway Business matters, and also pay commissions and/or any other incentives to and in the name of the Primary applicant/Entity only. However, for any violations of the Rules of Conduct or other conditions of the contract or any breach thereof, the Primary applicant./ Co-Applicant and any Authorized Representative, as the case may be, shall be held jointly and severally accountable and liable.

6. Payments and Bank Accounts: Amway will make all payments on account of commissions, discounts, returns or refunds etc. through bank transfer in favour of the Primary Applicant / Entity only as per the details provided in this Amway Business Owner Application or as per the details that may be updated solely by the Primary applicant/Entity in writing from time to time. The bank account must be opened and operated in full compliance with Indian law, including with respect to applicable foreign exchange laws.

7. Obligations of Amway Business Owners - in accordance with the Amway Rules of Conduct and the Consumer Protection (Direct Selling Rules, 2021): (a.) The Amway Business Owners shall not sell any Amway Product for a price exceeding the Maximum Retail Price mentioned on the labels of the Amway products. (b.) The Amway Business Owners shall, throughout the validity of this Amway Business Owner contract, strictly adhere to all applicable laws, rules, guidelines, regulations and other legal obligations that affect the operation of his/her/their direct selling business. The Amway Business Owner shall be responsible for obtaining any applicable registration, license, approval or authorization, a copy of which shall be provided to Amway upon request. (c.) Amway Business Owner of Amway shall: i. always carry their identity card and not visit the consumer's premises without prior appointment / approval; ii. truthfully and clearly identify themselves and state the purpose of solicitation to the prospective consumer and state the identity of Amway, provide complete explanation and demonstration as well as description of the nature of products and services being offered for sale, provide details of prices, credit terms, terms of payment, return & refund policies, terms of guarantee, after-sales service, complaint redressal mechanism etc.; iii. provide a bill and receipt to the consumer for orders placed; iv. subject to applicable legal requirements, maintain proper books of accounts in prescribed forms; v. ABOs will take appropriate steps to ensure the protection of all sensitive personal information provided by the consumer in accordance with the applicable laws for the time being in force and ensure adequate safeguards to prevent access to, or misuse of, data by unauthorized persons. (d.) Amway Business Owner of Amway shall not: i. use misleading, deceptive or unfair trade practices for sale or recruitment of prospective Amway Business Owner; ii. require or encourage other Amway Business Owner to purchase Amway products or services in unreasonably large quantities; iii. provide any literature and/or training material not issued/approved by Amway, to a prospective and/or existing Amway Business Owner; iv. Require prospective or existing Amway Business Owner and preferred customers to purchase any literature, business support materials, or training material or sales demonstration equipment or to participate in non-Amway approved events/trainings/meetings in any form and manner, strictly adheres to, inter alia, the Rules for Amway Business Owner.

8.Termination of the Direct Selling Contract: The Amway Business Owner may without assigning any reason, terminate this contract after giving written notice of 30 days to Amway and this contract would be terminated automatically upon expiry of the notice period. A Amway Business Owner shall not be entitled to purchase Amway products or services upon serving the notice. In addition to the above: Amway may terminate this Amway Business Owner Contract forthwith in case: i. the Amway Business Owner violates the provisions of the rules. ii. For reasons of non performance of sales of Amway Products and Services as per the Sales Criteria defined by Amway from time to time, if any; iii. for the breach of any provision hereof including but not limited to non-compliance to Rule 4.2.1, Zero Tolerance Policy, and Rule 4.10 of the Amway Rules of Conduct: iv. for the breach of any Law/Rules/Guidelines/Orders issued by Central or any State Governments and any advisory/regulation issue by any appropriate government authority; v. due to misrepresentation by the Amway Business Owner to any consumer or prospective Amway Business Owner; or vi. due to legal, regulatory or other developments that require material operational changes within the Territory, in which case Amway may, if regulatory conditions allow, endeavor to restructure the contractual relationship with the Amway Business Owner on such terms and conditions as are then practical and legally permissible. Amway may from time to time amend any of the documents comprising the Amway Business Owner Contract through notice on its website, www.amway.in, also through issuance of Leadership and any other mode of communications. If the Amway Business Owner does not agree to be bound by such amendment(s), he/she/they may terminate the Amway Business Owner Contract with immediate effect by giving a written notice to Amway. Otherwise, the Amway Business Owner continued relationship with Amway constitutes an affirmative acknowledgment by them of the amendment(s), and his/her/their agreement to be bound by the same.

9. Severability: If any provision of these Terms & Conditions is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect

10. Governing Law: The Amway Business Owner Contract and all questions of its interpretation shall be governed by and construed in accordance with the laws of the Republic of India, without regard to its principles of conflicts of Laws. The Agreement is civil in nature and hence, it is to be governed and constructed in accordance with the Indian Contract Act, 1872, the Code of Civil Procedure and other applicable laws of India.

11. Dispute Settlement.: The parties shall endeavor to settle any dispute or difference arising out of or in connection with Amway Business Owner Contract through mutual discussions within 30 days of such dispute arising. The Amway Business Owner agrees that in the event it is not satisfied by any decision of Amway, or in the event that any issue raised by the Amway Business Owner has remained unresolved for a period of more than two months, and / or during the subsistence of this agreement or upon or after its termination, any issue or dispute that the Amway Business Owner may have regarding the interpretation or operation of the clauses of this arrangement or any issues arising there from shall be referred to Grievance Redressal Committee set up by the company. Any dispute, difference or claim remaining unresolved post reference to the Grievance Redressal committee discussions shall be submitted to binding arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be at New Delhi and the award of the Arbitrators shall be final and binding on all Parties. Subject to the above, courts at New Delhi shall alone have jurisdiction in relation to the Amway Business Owner Contract and matters connected here to.

12. Limitation on Liability: Amway's liability, whether in contract, or otherwise, arising out of or in connection with this Amway Business Owner Contract shall not exceed the less of:(a) actual damages or loss assessed by the arbitrator or any other dispute resolution mechanism adopted by the Parties, or;(b) the total commission earned by the Amway Business Owner during the six-month period preceding the date of the dispute.

/ /
Date
Signature / Thumb Impression* of Primary Applicant
(Authorised signatory of Proprietary concern / Partnership / Company)

/ /
Date
Signature / Thumb Impression* Co-Applicant
08/24