

INSTITUTIONAL CUSTOMER APPLICATION FORM



GUIDELINES FOR COMPLETING THE APPLICATION FORM

Important Clarification:

- Form is to be filled in English.
- Please fill in Capital letters.
- Forms with incomplete details may not be accepted.

MODE OF OPERATION

Specify the mode (either as a Sole Proprietorship / Partnership Firm / Limited Company / Society / Trust (having a place of Business in India)) under which you intend to operate and fill in the applicable section.

DATE OF BIRTH

All Authorised Representatives irrespective of mode of operation must be 18 years age or older.

MAILING ADDRESS

Please fill in the address correctly. A mistake could result in mail and product delivery problems.

PAN DETAILS

Permanent Account Number (PAN) of the Institutional Customer. In case, you have applied for PAN, tick the Box along the 'Applied For' section.

RESIDENCY STATUS

In the 'Residency Status' section, tick any one of the boxes as applicable under (First Authorised Representative and Second Authorised Representative).

INTERNATIONAL SPONSOR

Fill in the 'INTERNATIONAL SPONSOR' section, if you were introduced to Amway business by a person living outside India. Indicate their 'International Sponsor's Distributorship Number' 'First name', 'Surname' and the 'Country, where he/she holds the Distributorship.

This is mandatory. Application will not be accepted without this information.

Amway India Enterprises Private Limited
 Head Office: Plot No. 8/204, Leaf Shopping Centre, DLF-1, Commercial Complex, Phase 1, New Delhi-110020. Tel: (91) 11 4229900; Fax: (91) 11 2688141
 Website: www.amwayindia.com

INSTITUTIONAL CUSTOMER APPLICATION Please fill in English. All entries in red italics are mandatory. The application form shall not be accepted without complete information.

APPLICANT INFORMATION (mandatory information)
 (-/-) Tick your type of entity. (Please provide relevant documentation)
 Sole Proprietorship Partnership Firm Limited Company Society Trust Others
(* If any of boxes is checked, please provide relevant documentation.)

Name of the First Authorised Representative
 First Name: _____ Surname: _____
 Name of the Second Authorised Representative
 First Name: _____ Surname: _____
 Date of Birth: First Authorised Representative: DD / MM / YYYY Second Authorised Representative: DD / MM / YYYY
 Name of the Institutional Customer as desired on ID card (max. 20 characters including space): _____

ADDRESS DETAILS (mandatory information)
 Please provide your complete address with pincode and attach address proof along with this application form. Your application form will not be accepted without the address proof!
 Mailing Address: _____
 Mailing Address: _____
 Locality: _____ City/Town/Village (mandatory): _____
 Post Office (in case of village, mandatory): _____ District: _____
 Pin Code (mandatory): _____ State (mandatory): _____
 Landmark (Please specify a landmark near your address for ease of delivery): _____
 Telephone (office): _____ Telephone / Mobile No. of First Representative: _____ Telephone / Mobile No. of Second Representative: _____
 250 Code & Phone number 250 Code & Phone number 250 Code & Phone number
 E-mail address: _____

PAN No. of the Institutional Customer: _____ TIN No. of the Institutional Customer: _____

RESIDENCY STATUS (mandatory information)
 FIRST AUTHORISED REPRESENTATIVE Please tick (-/-) one
 1. A citizen of and resident in India 2. An NRI 3. A Foreigner
 SECOND AUTHORISED REPRESENTATIVE Please tick (-/-) one
 1. A citizen of and resident in India 2. An NRI 3. A Foreigner

LINE OF SPONSORSHIP (mandatory information) Identify the local Distributor who will be your Sponsor
 Your Immediate Sponsor: _____ First Name: _____ Surname: _____
 Mailing Address: _____
 Pin Code: _____ Phone No.: _____

INTERNATIONAL SPONSOR (if any) Identify the person (if any), living outside India who is sponsoring you to Amway.
 Distributor Number of the International Sponsor: _____ Name of the International Sponsor: _____
 First Name: _____ Surname: _____
 Country: _____

Help Us Know You Better Tick any one
 Where did you first hear about Amway?
 From an Amway Distributor
 From friends / relatives / neighbors
 From advertisement on TV
 From advertisement in newspapers
 From advertisement in magazines
 From articles in newspapers / magazines
 Others (pls specify): _____
 Nature of Business the Institutional Customer is engaged in.
 Manufacturing
 Services
 Hotel
 Hospitals
 Education Institution
 Public Sector
 Nursing Home/ Clinic
 Other: _____
 Do You Access the Internet on a Regular Basis (Atleast once a Week) Yes No

Was the Institutional Customer Previously an Amway Distributor in India? Tick one (-/-)
 If yes, your Previous Distributor number: _____ Yes No

Failure to disclose the above information correctly would lead to serious action including suspension and / or cancellation of the violating Distributor's Distributorship.
 This application constitutes the contractual offer of the Authorized signatories, on behalf of Institutional Customer addressed to Amway India Enterprises, to enter into the Distributor Agreement under the terms and conditions specified herein. It is hereby certified that the Institutional Customer is legally qualified to do business in India, and is not bound by any legal requirements restricting or prohibiting their appointment as Amway Distributors.
 I/We have read the terms and conditions specified herein and, on behalf of Institutional Customer, agree to be bound by them. I/We certify that the information provided herein is correct to the best of my/our knowledge.

Date: _____ Signature of First Authorised Representative (Authorized Signatory of proprietary concern/ Partnership Company) Date: _____ Signature of Second Authorised Representative (Authorized Signatory of proprietary concern/ Partnership Company)

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List of documents to be provided in the following categories.

SOLE PROPRIETORSHIP

Copy of Letterhead.

PARTNERSHIP FIRM

Copy of Partnership Deed. and/or Copy of Registration of Firm with Registrar of Firms.

LIMITED COMPANY

Certificate of Incorporation and/or Copy of Memorandum and Article of Association.

Corporate Authorization form is available at your nearest Amway office or on www.amwayindia.com

Tin details and PAN number of the Institutional Customer.

SPONSORSHIP

Please mention the name of your Sponsor.

DATE AND SIGN

Both First and Second Representatives should sign on separate lines.

IMPORTANT

* Amway India Enterprises may reject this application if it contains incomplete, inaccurate or misleading information.

Any alteration or modification will be subject to verification.

** For prompt receipt of Commission payment, please use the Information Change Form(SA-5366-ID) to notify Amway India Enterprises of your bank account information.

Take time to read and understand the terms and conditions of this contract. Read all pages of the application.

These forms have no cash value. Application accompanied with a purchase order for purchase of Amway Products, for a minimum amount Rs. 25,000/- (Rs. Twenty five thousand only) at Distributor prices, along with a Demand Draft / Cheque for the order amount, favoring Amway India Enterprises, will only be accepted for taking the Distributorship.

Your Amway Distributorship number will be mentioned on the card which is a part of literature kit.

Upon registration as a Distributor, a Literature Kit will be send to your Registered address along with Amway Products.



(For Official use only)

INSTITUTIONAL CUSTOMER APPLICATION Please fill in English. All sections in red colour are mandatory. The application form shall not be accepted without complete information.

APPLICANT INFORMATION (mandatory information)

(✓) Tick your type of entity. (Please provide relevant documentation)

Sole Proprietorship Partnership Firm Limited Company Society Trust Others

(* if any of boxes is checked, please provide relevant documentation.)

Name of the Institutional Customer

Name of the First Authorised Representative

First Name

Surname

Name of the Second Authorised Representative

First Name

Surname

Date of Birth

First Authorised Representative

Second Authorised Representative

DD MM YYYY

DD MM YYYY

Name of the Institutional Customer as desired on ID card (max. 20 characters including space)

1. Application accompanied with a purchase order for purchase of Amway Products, for a minimum amount Rs. 25,000/- (Rs. Twenty five thousand only) at Distributor, prices along with a Demand Draft / Cheque, favoring Amway India Enterprises, for the order amount will only be accepted for taking the Distributorship.

2. Please DO NOT send this Application Form by post. The form should be personally submitted at any of the Amway offices by the Authorised Representative of the applicant, sponsor or any other authorised person.

3. Your Amway Distributorship Authorisation(ADA) shall be given on receipt of Application Form.

4. The Institutional Customer shall not be entitled to Sponsor a Distributor.

5. This is an E-Form and shall be valid only on Acceptance by Amway India Enterprises Pvt. Ltd. as indicated above.

ADDRESS DETAILS (mandatory information)

Please provide your complete address with pincode and attach address proof along with this application form. Your application form will not be accepted without the address proof.

Mailing Address

Mailing Address

Locality City/Town/Village (mandatory)

Post Office (in case of village, mandatory) District

Pin Code (mandatory) State (mandatory)

Landmark (Please specify a landmark near your address for ease of delivery)

Telephone (Office)
STD Code & Phone number

Telephone / Mobile No. of First Representative
STD Code & Phone number

Telephone / Mobile No. of Second Representative
STD Code & Phone number

E-mail address:

PAN No. of the Institutional Customer

TIN No. of the Institutional Customer

RESIDENCY STATUS (mandatory information)

FIRST AUTHORISED REPRESENTATIVE Please tick (✓) one
1. A citizen of and resident in India 2. An NRI 3. A Foreigner

SECOND AUTHORISED REPRESENTATIVE Please tick (✓) one
1. A citizen of and resident in India 2. An NRI 3. A Foreigner

LINE OF SPONSORSHIP (mandatory information)

Identify the local Distributor who will be your Sponsor

Your Immediate Sponsor

First Name
Surname

Mailing Address

Pin Code

Phone No.

INTERNATIONAL SPONSOR (if any)

Identify the person (if any), living outside India who is sponsoring you to Amway.

Distributor Number of the International Sponsor

Name of the International Sponsor

First Name
Surname

Country

Help Us Know You Better Tick any one**Where did you first hear about Amway?**

- From an Amway Distributor
 From friends / relatives/ neighbors
 From advertisement on TV
 From advertisement in newspapers
 From advertisement in magazines
 From articles in newspapers / magazines
 Others (pls specify) _____

Nature of Business the Institutional Customer is engaged in.

- Manufacturing
 Services
 Hotel
 Hospitals
 Education Institution
 Public Sector
 Nursing home/ Clinic
 Others _____

Do You Access the Internet on a Regular Basis (Atleast once a Week)

- Yes
 No

Was the Institutional Customer Previously an Amway Distributor in India? Tick one (✓)

If yes, your Previous Distributor number

 Yes No*Failure to disclose the above information correctly would lead to serious action including suspension and / or cancellation of the violating Distributor's Distributorship.*

This application constitutes the contractual offer of the Authorised signatories, on behalf of Institutional Customer addressed to Amway India Enterprises, to enter into the Distributor Agreement under the terms and conditions specified herein. It is hereby certified that the Institutional Customer is legally qualified to do Business in India, and are not bound by any legal requirements restricting or prohibiting their appointment as Amway Distributors.

I/We have read the terms and conditions specified herein and, on behalf of Institutional Customer, agree to be bound by them. I/We certify that the information provided herein is correct to the best of my/our knowledge.

 Date Signature of First Authorised Representative
 (Authorised Signatory of proprietary concern/ Partnership/ Company)

 Date Signature of Second Authorised Representative
 (Authorised Signatory of proprietary concern/ Partnership/ Company)

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Please see below for Terms and Conditions. 12/07



This form has no cash value. Application valid only on receipt of order worth Rs. 25,000/- to Amway India Enterprises, upon which you will receive your Distributor Number.

TERMS AND CONDITIONS

This document including the Application herein before fully completed and signed on behalf of the Institutional Customer (Applicant) by duly Authorised Representatives along with a Purchase order for Amway products for a minimum amount of Rs 25,000/- at distributor prices together with a cheque / demand draft favoring Amway India Enterprises for the Order amount when duly accepted by Amway India Enterprises Pvt Ltd. ("Amway India"), constitutes the Agreement ("Agreement") between Amway India, and the Applicant whose particulars and other identification data appear herein before.

- Amway India appoints the Applicant as an Institutional Customer of AMWAY products authorized to purchase Amway products from Amway India at distributor prices for use within their institution and consumption.
- Applicant hereby confirms that it has entered into this Agreement as a user/consumer of the Amway products. Nothing in this Agreement shall establish an employment relationship, or any other relationship between the Applicant and Amway India, and nothing shall establish the Applicant's position as procurer, broker, commercial agent, contracting representative or other representative of Amway India.
- Relation between Amway India and the Applicant and all its activities hereunder shall be governed so far as may be applicable, in addition to this Agreement, by the rules contained in a) Amway India Sales and Marketing Plan and b) Rules of Conduct (herein after collectively referred to as "Official Documents"). The Applicant confirms that it has received a copy of Official Documents and has read the terms and conditions thereof and agrees to be bound by them in addition to this Agreement. Amway India may amend from time to time, through notice by publication in AMAGRAM, a bimonthly in-house magazine any of the terms and conditions of the Official Documents. If any Applicant does not agree to be bound by such amendment it may terminate this Agreement within 45 days of such publication by giving a written notice to Amway India. Applicant's continued relationship with Amway India would constitute an affirmative a) acknowledgment by the Applicant of the amendment and b) agreement by Applicant to abide and be bound by this Agreement, Official Documents and its modifications.
- This Agreement becomes effective from the date of acceptance by Amway India of the Applicant's contractual offer in the form of this Distributor Application together with a Purchase order for Amway products for a minimum amount of Rs 25,000/- at distributor prices together with a cheque / demand draft favoring Amway India Enterprises for the Order amount. Such acceptance shall be communicated by sending to the Applicant, a Distributor Identification Card or Amagram or upon entering the particulars of the Applicant in Amway's Distributor Database, whichever is earlier. The Distributor Identification Card is and shall remain the property of Amway India and the Applicant shall return it to Amway India without any delay upon termination or expiration of this Agreement. It is hereby clarified that the use of the word "Distributor" for the Applicant shall have a limited meaning and includes the right of the Applicant to purchase Amway products at distributor prices under this arrangement and to earn volume based discounts as provided under the Amway Sales & Marketing Plan and shall not extend to other privileges which an ordinary distributor of Amway India would be entitled to and which are expressly excluded herein.
- The Applicant shall not be entitled to:
 - To further resell the Amway products except to its in-house customers in the course of providing services to them.
 - To sponsor any other person as a Distributor including institutional customer of Amway India.
 - To receive any commission, special incentives, growth incentives or non-cash awards.
- The Applicant shall place subsequent orders for purchase of Amway products duly authorized by their Authorised representatives using the standard Amway order form or their letterhead. Subsequent purchases shall be for Amway products of a minimum value of Rs 5000/- at distributor prices. All volume based monthly discounts shall be paid in the name of the Applicant.
- Amway India will make all payments on account of returns or refunds through account payee cheques drawn in favour of Applicant only.
- The Applicant hereby expressly authorizes Amway India to make available, release and disseminate all or part of the information set forth herein to other Amway distributors within or outside of India.
- This Agreement is effective for an initial definitive period of one (1) year, from the date of acceptance hereof by Amway India. However, in case of acceptance by Amway India of the Applicant's contractual offer on or after September 1, this Agreement will be effective till December 31 of the following year. This Agreement unless terminated earlier shall stand automatically renewed by the Applicant purchasing Amway products of a minimum value of Rs 5000/- at distributor prices during the year. For this purpose the products purchased at the time of entering into the Agreement shall not be taken into account.
- The Applicant may terminate this Agreement at any time by giving a written notice to Amway India. Amway India may terminate this agreement by giving a written notice (a) pursuant to the provisions of the Rules of Conduct; (b) for reasons of non-performance and (c) for the breach of any terms and conditions of this Agreement.
- Amway India may reject this application for any reason, at its discretion, including if the application contains incomplete, inaccurate, false, or misleading information. Any alteration or modification will be subject to verification.
- Applicants desirous of purchasing Amway products with specialised packaging may get in touch separately with the local offices of Amway India. The availability of the same shall be subject to mutual discussions regarding minimum quantity, delivery period, feasibility etc.
- Amway India's liability, whether in contract, tort or otherwise arising out of or in connection with this agreement and/or relationship arising therefrom shall not exceed the lesser of a) actual damages or loss assessed by the arbitrator as any other dispute resolution mechanism adopted by the parties or; b) the total discounts earned by the Applicant during the preceding six months of the date of dispute.
- Any dispute, differences or claim arising out of or in connection with this Agreement shall be submitted to binding arbitration and shall be referred to the sole Arbitrator appointed in accordance with the rules and regulation of International center for Alternate Dispute Resolution as a fast track arbitration. The venue of such arbitration shall be at New Delhi and the award of the Arbitrator shall be final and binding on all parties. The courts at New Delhi shall alone have jurisdiction in relation to this Arbitration Agreement and any award arising therefrom.
- This Agreement is entered into for and on behalf of the Applicant on its own account and neither this Agreement nor any of the rights or obligations of Applicant /Institution arising under this Agreement may be assigned or transferred without the prior written consent of Amway India.