



Please complete the application in ENGLISH and use CAPITAL letters only.

SI No:

REF No:

DID:

TO: BEAM MONEY (P) LIMITED, Enterprise, D-128-129, 402 Terrace floor, Okhla Industrial Area, Phase 1 New Delhi, 110020, India: In order to induce you to appoint me/us as one of your Direct Marketing Associate - distributor, I/we am/are submitting my/our application information and documents as given below and by signing this document I/we accept the terms in Agreement attached.

YOUR BASIC DETAILS

Form section for basic details including fields for Name, Firm Name, Birth Date, Legal Constitution, Business Address, Landmark, Locality, State, Bank Name, Post Office, Permanent Address, Mobile No, Email ID, and PC/Mobile/Printer/Scooter options.

YOUR EDUCATION (Tick As Applicable)

Form section for education with checkboxes for School below 10th, School upto 10th, School upto 12th, Undergraduate, Masters, and PhD.

PAYMENT

Form section for payment details including Security Deposit, Annual Integration Fee, Bank/PO, Branch/PO, Draft/Postal Order No, and Date.

KYC DOCUMENTS REQUIRED (Attach Self Attested Photocopies Only)

Form section for KYC documents with numbered requirements for Proof of Identity, Proof of Address, Proof of Signature, and Proof of Firm.

DECLARATION

Declaration text block where the applicant confirms the accuracy of the information and agrees to the terms of the agreement.

PASTE YOUR PHOTOGRAPH HERE

Form section for distributor details including 'FOR & ON BEHALF OF DIRECT MARKETING ASSOCIATE DISTRIBUTOR' and 'SIGNATURE OF AUTHORISED SIGNATORY'.

Form section for channel partner due diligence: 'CHANNEL PARTNER DUE DILIGENCE: This is to certify that I have personally visited the Business Address mentioned above as well as personally seen and verified the above mentioned original document(s) whose photocopies are being attached for Know Your Customer (KYC).'

Form section for signature and date: 'TSE/TSM/ASM/RSM NAME: Signature Date'

FOR OFFICIAL USE ONLY (Do Not Write Here)

Form section for official use only with fields for Referred By Name, Maker (Sales), Checker (Operations), Approver (Finance), and Date.

DIRECT MARKETING ASSOCIATE DISTRIBUTOR AGREEMENT

This agreement ("Agreement") made at New Delhi, on the effective date mentioned in the application attached to this Agreement ("Effective Date") between: (1) DIRECT MARKETING ASSOCIATE DISTRIBUTOR whose name and address are mentioned in the application attached to this Agreement, hereinafter referred to as the "Distributor", which expression shall, unless repugnant to or inconsistent with the context, shall mean and include its successors and assigns, heirs, nominees, administrators, executors, on one part; AND (2) BEAM MONEY PRIVATE LIMITED, a company registered under the Companies Act 1956, having its Registered Office for the present at Enterprise, D-128-129, 402 Terrace Floor, Okhla Industrial Area Phase -1, New Delhi 110020, INDIA, hereinafter referred to as the "Beam", which expression shall, unless repugnant to or inconsistent with the context, shall mean and include its successors and assigns, on the other part.

Hereinafter the above parties together are collectively referred to as "Parties" and individually as a "Party". This Agreement between Beam and Distributor is deemed to be executed on the date the Distributor signs the application attached herewith and in token of accepting the terms contained herein.

Whereas Distributor is desirous of associating with Beam for procuring, obtaining, stocking, merchandising, distributing, selling, promoting, advertising and marketing hereinafter referred as ("Service") of various products/services of Beam hereinafter referred as ("Products / Services") and that Beam is agreeable for such an association subject to the covenants as set out hereunder. Now the parties agree as follows:

1. That the territory in which the Distributor will Service the Products/Services ("Territory") will be the address as mentioned in the application attached to this Agreement. Further the said Territory can be altered by Beam as per its sole discretion without assigning any reason.
2. That Distributor agrees to furnish Integration Fee and Security Deposit as mentioned in the application and Beam shall give an interest @ ZERO percent per annum with annual rests, on the unutilized portion only, subject to fulfillment of the covenants mentioned here and of the terms and conditions issued by Beam from time to time.
3. This Agreement comes into force on the effective date and shall remain in force till terminated by Beam or by the Distributor including in the condition of Distributor not paying the integration fee when demanded by Beam periodically.
4. That Beam will supply Products/Services to Distributor as per terms and conditions issued by Beam from time to time and Distributor shall be obliged to re-sell the Products/Services at per the terms and conditions issued by Beam from time to time and never exceed the maximum retail price ("MRP") printed on the Products/Services or stipulated by Beam.
5. The Products/Services will be supplied by Beam Distributor as may be decided by Beam from time to time.
6. That Distributor shall obtain Products/Services of his own choice from Beam at such rates, systems, terms and conditions as may be applicable at the time of sale stipulated by Beam.
7. That Distributor shall procure, stock, warehouse, distribute, promote, sell, and merchandise the Products/Services in the best possible manner. It is also agreed by the Distributor that he shall sell the Products/Services only in their original packing, shape and form and not alter/modify the same including the MRP.
8. That Distributor shall actively promote the sale of the Products/Services to all persons/firms in his Territory so as to ensure the wide and deep availability of the Products/Services to the customers within the Territory.
9. That Distributor shall stock all the Products/Services in good order and condition and observe special storage requirements where applicable including First-in- Front-Out ("FIFO") norm for sales. Any spoilage, breakage, loss, pilferage, tampering, activation/deactivation of the Products/Services shall be Distributor's sole liability.
10. That Distributor shall promptly supply the orders received from customers within ONE working day from the receipt of such orders.
11. That Distributor shall maintain adequate stocks of the Products/Services so as to ensure that the stock of each of the Products/Services intended to be purchased as per such systems/methods/mode/terms and conditions as may be decided by Beam from time to time is equivalent to minimum floor stock as may be stipulated by Beam from time to time to the Distributor.
12. That Distributor shall accept transfers of such quantities of the Products/Services from another distributor/dealer (by whatever name called) who has been directed by Beam to make such transfers, and unless Beam agrees to any other mode of payment, to pay for such Products/Services directly to the said transferring distributor/dealer.
13. That Distributor shall compensate Beam for any and all demurrage/extra charges incurred by Beam on account of detained consignments and/or any bank charges and/or interest @ 36% per annum with monthly rests, on the amount of the consignments(s).
14. That Distributor shall appoint his own staff, rent/own his own warehouse, deploy his own/hired distribution vehicles/carts/sales-persons and perform all other activities regarding sale and distribution of Products/Services in the Territory at his own cost only.
15. That Distributor shall wherever required by Beam send out his staff and distribution vehicles/carts alongwith the staff of Beam for advertising and promotion campaigns which may be organized from/by Beam from, time to time, and no cost of this shall be borne by Beam unless with prior written authorization by Beam's authorised signatory.
16. That Distributor shall not distribute/sell/promote Products/Services other than in the Territory allotted.
17. That Distributor shall keep Beam informed about the market trends and sales strategies of competitors offering products/services similar to those of Beam's Products/Services.
18. That Distributor shall give all such information on such forms and formats or otherwise as may be desired by Beam, from time to time. Further that Distributor shall extend full cooperation to Beam by allowing them the right to check sales, stocks, distribution, and merchandising, promotion of the Products/Services being distributed by Distributor and on records, including statutory compliance pertaining to the activities mentioned in this Agreement and concerning Products/Services.
19. That Distributor shall support and participate (logistically and financially) in all the schemes/campaigns/contests etc. i.e. promotions (by whatever name called) and advertisements as may be organized by Beam from time to time.
20. That Distributor shall not manufacture/fabricate, obtain, stock, warehouse, promote, distribute, market, sell or advertise/promote, directly or indirectly, any product(s)/service(s) similar to Products/Services without prior written consent of Beam. Further, that the Distributor shall comply with all the statutory requirements and formalities required in connection with the storage, sale, distribution of Products/Services and that the Distributor agrees to keep Beam harmless against any statutory action in connection with the non-compliance of any statutory provision(s).
21. That Distributor shall attain or surpass sales targets as may be set by Beam from time to time.
22. That in case of any violation of any clause of this Agreement by Distributor, and/or Beam finds that Distributor is acting in a manner due to which interests of Beam are prejudiced in any manner, Beam shall terminate the Distributor and adjust the Security Deposit amount including any accrued interest besides take any other action against Distributor it may deem fit.
23. That Distributor shall not assign this Agreement to any other party or appoint any sub-distributor(s)/dealer(s)/stockist(s) (by whatever name called) in his Territory without the prior written approval of Beam.
24. That Distributor shall not divulge or make know to any third party information and/or data, plans, programs, activities relating to the Products/Services or Beam's activities which are likely to prejudice the interests or business of Beam.

25. Beam reserves the right to appoint any number of distributors/dealers (by whatever name called) or engage in direct business with any party/person for the sale of the Products/Services in the Territory without prior notice, permission of Distributor and without payment of any compensation to the Distributor whatever as per its absolute discretion if the business contingencies so warrant.
26. Beam reserves the right to send Products/Services through any bonus or other trade scheme (by whatever name called).
27. Beam reserves the right to withdraw any or all Products/Services without any prior notice and or assigning any reasons. Compensation in respect of stocks accepted back by Beam shall only be at the purchase price which was actually paid by the Distributor provided the Products/Services are in fit and proper condition and acceptable to Beam.
28. Beam reserves the right to alter and/or delete any of the terms and conditions contained herein, should that be warranted in the interest of business without prior notice and the Distributor agrees to accept such amendments without contest, protest or demur.
29. Beam reserves the right to send Products/Services as per the projected monthly requirements given by the Distributor and the Distributor agrees to pay for the same as per terms and conditions and prices in vogue at the time of dispatch.
30. Beam reserves the right to refuse claims submitted to it which do not conform to the terms and conditions of the schemes/contests/discounts/activity notified in writing by Beam from time to time. In any case, no claim shall be entertained if the same is submitted after three months from the date the claim arose.
31. Beam may, at its own discretion, terminate this arrangement forthwith and without notice or compensation if:
 - i) Distributor commits breach of any of the terms and conditions mentioned in this Agreement.
 - ii) Distributor acts in a manner by which the interests of Beam are prejudiced.
 - iii) Distributor's performance is found unsatisfactory and he fails to attain the sales targets as stipulated by Beam from time to time.
 - iv) Distributor goes into liquidation, insolvency, whether voluntary or compulsory or under the provisions of any enactment of statute or, enter into to a compromise with his creditors.
 - v) Beam discontinues temporarily or otherwise suspends the manufacture, production, marketing or sale of the Products/Services.
 - vi) Distributor fails to maintain adequate stock as mentioned in this Agreement, as amended.
 - vii) Distributor fails to provide adequate, proper and required storage facility required for Products/Services.
 - viii) Distributor contravenes provisions of any statutory compliance/provision(s) of law(s).
32. That this Agreement can be terminated by either party giving a written notice of 30 days to this effect.
33. That the relation of Distributor with Beam is non-exclusive and that the Distributor is an independent contractor. Nothing contained in this Agreement shall establish an employment relationship, or other labor relationship between the Distributor (including its employees) and Beam and nothing shall establish the Distributor's position as a procurer, broker, mandatory, commercial agent, contracting representative, or other representative of Beam. When purchasing and selling Products/Services, the Distributor shall act as an independent vendor, acting in his/her own responsibility, and for his/her own account. Further that the Distributor is not an employee or agent of Beam, nor a partnership, joint venture, or collaboration created between the Distributor and Beam. Distributor is not authorised to incur any debt or other obligation of commitment in any manner whatsoever on behalf of Beam.
34. Distributor agrees not to give/part with the Products/Services, payments or cash on any account whatsoever to any Beam employee (including sales staff in the field) and if the Distributor acts contrary then Beam shall not be responsible for the consequences in any manner whatsoever.
35. Distributor full understands and agrees that it shall only act on as per the written communication by authorised signatory of Beam and not on any communication issued by Beam's sales staff in the field.
36. Neither party hereto shall be liable to the other for its failure to comply with any of the covenants contained herein provided where such a failure is the result of the force majeure, interalia lockouts, strike, fire, floods, earthquakes, storm, act of God, governmental action, or any other reason beyond control of the parties.
37. This arrangement cancels and supersedes any and all prior arrangements written or oral, expressed or implied between Distributor and Beam.
38. That any indulgence and or forbearance accorded to the Distributor by Beam shall not deemed to have modified and or forgone Beam's rights and remedies as contained in this Agreement as amended and absolve the Distributor from discharging its obligations and duties contained in this Agreement as amended.
39. The terms and conditions of this Agreement may be modified, deleted or amended in writing, when only signed by Managing Director of Beam.
40. Any notice or intimation required to be given by either party shall be deemed to have been duly served if sent by electronic mail, registered post to the respective parties by their name and styles and address contained herein/in the application attached.
41. That in case of any dispute arising out of this Agreement the same shall be settled through arbitration by a Sole Arbitrator. The Sole Arbitrator shall act as per the provisions of the Indian Arbitration and Conciliation Act 1996 as amended, and his decision shall be binding upon the parties. It is understood and agreed by both the parties that Chairman of Beam shall be the person nominated by both Distributor and Beam to nominate the Sole Arbitrator. The venue of arbitration shall be Delhi, India only and each party shall equally share the cost of the Sole Arbitrator unless awarded otherwise.
42. That the arrangements under this Agreement are subject to the exclusive jurisdiction of Delhi Courts only. Further all transactions between the parties mentioned herein shall be deemed to have been made exclusively in Delhi only. Laws of India will only apply.