



**WHIZZ
POWER**

FORM NO. : ' _____

OLS WHIZZ PVT LTD

SC0-3 3RD FLOOR PPR MARKET
MITHAPUR ROAD JALANDHAR.
0181-4632244 OLSWHIZZ@GMAIL.COM
WWW.WHIZZPOWER.COM
CIN : U74900PB2015PTC039870

DISTRIBUTOR APPLICATION + AGREEMENT FORM

UPLINE USERNAME _____

UPLINE NAME _____

DIRECT SPONSER USERNAME _____

PLEASE FILL THE FOLLOWING IN CAPITAL LETTERS

DISTRIBUTORS NAME : Mr/Ms _____ / _____ / _____
(FIRST NAME) (LAST NAME) DATE OF BIRTH

ADDRESS : _____

CITY _____ STATE _____ PIN _____

MOBILE _____ EMAIL _____

NOMINEE NAME _____ RELATION _____

ADDRESS : _____

WITNESS NAME _____ SIGNATURE _____

I _____, acknowledge that i have read all the terms and conditions of the company and i am accepting all the terms and conditions of company given here and on website without any pressure of company and its distributors and i am willing to become an independent distributor of the company and i abide to all the terms and conditions that will be amended at any time by company.

DATE : ___ / ___ / ___

UPLINE SIGNATURE _____

DISTRIBUTORS SIGNATURE

FOR OFFICE USE

FORM VERIFIED BY _____ DATE APPROVED ___ / ___ / ___

SIGNATURE _____

USER AGREEMENT FOR OLS WHIZZ PVT. LTD

This Agreement is entered into between OLS WHIZZ PVT LTD. a Company incorporated under the Companies Act, 2013 and having its office at SCO-3 3RD FLOOR PPR MARKET MITHAPUR ROAD JALANDHAR hereinafter referred to as the Company on the one part and any User/Direct Seller who/which buys the Product and Services Package of the Company by accepting the Terms and Conditions as Specified herein below, and further resell it hereinafter referred to as the " Direct Seller" on the other part.

The Direct Seller represents and warrants that the marketing program and the compensation plan, its limitations and conditions have been understood clearly by him/her and, the Direct Seller is not relying upon any representation or promise that is not contained in this Agreement or other official Company material. Direct Seller shall be a person who submits a properly filled in online application on the requisite format as provided on Company website and such application is electronically submitted subject to Terms and Conditions given on our website. In consideration of the same, physical products or services would be delivered as mentioned against each and every products/services.

Direct Seller for promotion of our Business shall act and be as an independent contractor and shall not have any authority to bind the Company for any obligations whatsoever. Direct Seller is not an Employee or any other Legal representative of the Company or its service provider. The relationship between the Company and Direct Seller is governed by the Terms and Conditions as laid down in this agreement and will come into being only when this Agreement is agreed and accepted online by any Direct Seller and this Agreement shall remain enforceable during its existence unless it is terminated due to non-fulfilment of its conditions. Direct Seller shall be presumed to have understood the Terms and Conditions of this Agreement which are detailed herein below.

1. Product

The purchased Product would be delivered after the registration process is over and the purchase amount is paid by any legally viable means as provided by the Company.

2. Term.

The term of this Agreement is one year and shall commence from the day the application of the Direct Seller on the requisite format is received online by the Company, subject to the consideration received or to be received within the specified period. The term of the Agreement may be continued automatically by the Company for another same period when Direct Seller fulfils the conditions of the Company. Please note failing to fulfil the conditions for two successive years would lead to termination of the contract.

3. Termination.

It is mutually agreed between the parties that:

(a) The Direct Seller will not use the Product of the Company, which is against any law or public policy or contrary to any of the terms of this Agreement. The Company shall not be responsible for the acts of Direct Seller which are beyond the Terms and Conditions agreed between the Company and Direct Seller. Direct Seller working on false identity will also be liable to criminal prosecution.

(b) Any copying or reproduction of the Product/Business Plan/any content of our website partly or fully of the Company shall be deemed as violation of this Agreement, and will attract its immediate termination from the business programme of the Company. Such act of Direct Seller shall render him/her liable to be prosecuted under Civil/Criminal/Copyright/Trademark Law.

(c) Any misrepresentation of the aims and objectives of the Company that may or may not be harmful to the interest of the Company, will invite immediate termination from the business programme of the Company, and consequential suspension/cancellation of any rights and obligations that arise out of this Agreement.

(d) In case Direct Seller is terminated from the business due to any reason the product will be given till the last purchased period before termination.

(e) The Company reserves the right to terminate any Direct Seller from the business immediately without any written notice if any Direct Seller is found to indulge in anti-Company activities in any manner or found to disturb any Private or Public Business Meeting or Free Teaching Seminar organized by the Company.

(f) The Company reserves the right to terminate any Direct Seller from the Business without assigning any reasons and with or without giving any written notice to Direct Seller, if Acts/Deeds of the Direct Seller are detrimental to the interest of the Company.

(g) Any Direct Seller must take a written permission from the Company to produce/publish any promotional materials such as CDs, VCDs Books, Audio cassettes etc. for distribution to other Direct Sellers. The developed promotional material such as CDs, VCDs, Books, Audio cassettes etc. by any Direct Seller is only for FREE distribution to other Direct Sellers and it cannot be sold at any price in any circumstances to other Direct Sellers/Guests. Violation of this will attract immediate termination from the business programme of the Company; in addition there will be severe penalty and prosecution under the commercial Law if any violation of Copyright/Trademark patent/Designs Law is found.

4. Consideration.

Please note that the Company is charging only for its products (the cost is inclusive of all taxes) and paying the taxes as per the Govt. rules. In consideration of the prospective Direct

Seller providing the information as asked for in clause 17 for registration for participating the Company's business program, the Company agrees to enter into this Contract. Direct Seller maybe entitled to a certain payment of as compensation in lieu of participating in the business of the Company. It is mutually agreed between the parties hereto, that the Company is at liberty to change/modify the quantum of compensation payable under this Agreement in future as may be determined solely by the Company

5. DECLARATION (for the purchase and sale of Product):

"Certified that I have completed 18 years of age or more I am completely satisfied With Product. I have carefully read the Terms and Conditions applicable to the Company as given on the Company website and agree/accept to those. I am signing this DECLARATION with complete understanding and with my FREE WILL, without any PRESSURE/UNDUE INFLUENCE and INDUCEMENT. I am aware that any dispute arising out of this purchase and further sales would first be solved as per Terms and Conditions of the Company, failing which could be addressed exclusively in Jalandhar jurisdiction only"

6. Force Majeure.

It is expressly understood by both the parties here that any act of God or force majeure, that include, but is not limited to, natural disaster, war, technical failures and operation of Law/Government Policies that may prevent the due performance of any of the obligations under this Agreement, or under any Terms/Conditions/Subsidiary Agreement that may form an integral part of this Agreement, will not be construed as failure to perform the contract by either of the parties hereto. However, it is clarified that the party, so affected will take all possible steps towards normal performance of obligations under this Agreement, as soon as possible. No party will be responsible for any loss due to the other party, in these circumstances.

7. Security.

Direct Seller is required to keep Company's passwords and other secure access, information confidential and notify the Company promptly if the Direct Seller believes that the security of an account has been compromised. The Company has taken reasonable step to protect the security of online transactions. However, the Company does not warrant such security and will not be liable for any losses or damages resulting from any security breaches. The Direct Seller shall be liable for losses or damages resulting from the security breaches.

8. Privacy Statement.

(a) Direct Seller hereby agrees that the Company is entitled to ask for personal Information, login Id and password etc. at any stage in the course of the use of Product and Services contemplated under this Agreement.

(b) Direct Seller understands that the Company and its chosen service partners may use login Id of the Direct Seller to operate or help to operate sites and services for the

purposes of the user or Company, and to inform Direct Seller of any new Features/Services/Products from the Company or its affiliates, including products and services that may be related to the Product and Services contemplated under this Agreement, but are not necessary to its operation.

(c) The Company may disclose such Login Ids/Passwords or any other reference code/number referring to any user or any information provided by any user, if required to do so by any law enforcing authorities or by courts, or in public interest or in good faith when the Company believes that such action is necessary to conform to the requirement of law or to comply with the Legal process or in reply to any notice served upon the Company or to protect and defend any rights of the Company with respect to the Products/Services contemplated under this Agreement or to protect the safety of the users/the Company/the public in extraordinary circumstances.

9. Jurisdiction and Disputes Resolution Mechanism.

This Agreement shall be construed and enforced in accordance with the Laws of Union of India and shall be subject to Delhi Jurisdiction.

(a) All disputes between the Direct Seller/User and the Company arising out of or in relation to this Agreement directly or indirectly shall be first referred to the Grievance Redressal Team of the Company for amicable settlement through negotiation between the parties. In the event of the dispute not being settled amicably between the parties, the same shall be referred to the Sole Arbitrator appointed by the Company under the Provision of Arbitration & Conciliation Act, 1996 and the venue shall exclusively be Delhi only. The Managing Director of the Company shall be appointed as the Sole Arbitrator to adjudicate upon the disputes or the Managing Director may appoint someone else to adjudicate upon the disputes.

(b) All the Direct Sellers are governed by the rules and regulations of the Company. Any dispute between the Company and any Direct Seller outside India will be addressed to and settled by the Company in accordance with the Terms and Conditions laid down here in this Agreement. All the Direct Sellers are responsible for their own taxes and respective Provincial/State and Federal laws.

(c) In case of the multiple claims/disputes that may involve the Company and more than one user for the cause of action relating to all such parties, such parties hereby consent and submit to a single, consolidated arbitration proceeding. Any award made under such arbitration will be final and binding on both the parties hereto.

10. General.

(a) The Company does not owe any responsibility whatsoever for any Loss, Damage or Distress to any person, whether or not a purchaser of our Products/Services on account of any action taken or not taken on the basis of our Product/Business.

(b) Company releases the earned incentives only to the Direct Sellers who are 18 years of age and their PAN is received by us. If you have not acquired the age of 18 or not have sent a photocopy of your PAN card, you are not entitled to receive any incentives.

(c) Multiple business IDs created on the name of other family members solely for the purpose of generating more income would not be permitted. In case of any violation all pending, forthcoming as well as ongoing incentives on all the multiple created family members' positions will be disallowed.

(d) Any Direct Seller is not permitted to discuss any other matter which is not related to services, while communicating (via any mode) with staff members/employees and is not allowed to take the personal phone numbers email ids/addresses etc. of staff members/employees for any purposes and not allowed to meet privately with any staff members/employees, violation of this would amount to immediate termination from the Programme of the Company.

(e) We may add/delete any existing Products/Services at any time and may amend existing Terms and Conditions/Agreement at any time due to any reasons which are in the interest of Company's Business/ and the decision of the Company in this regards would be final. During the Subsistence of the agreement or thereafter, if any amendment/amendments are made then the effect of such amendments will be retrospective.

(f) Company reserves the right to change the Business Plan in case Govt Policy/Law in force changes.

11. Obligations of the Direct Seller.

Direct Seller is not authorized to make any other promise to prospective Direct Sellers other than those made by the Company on its website, under this Agreement and in other official Company material relating to this Agreement. The Company shall not be liable for any act of omission or incentives, misrepresentation, false commitment and promises made by any Direct Seller to the prospective Direct Seller/User while introducing the Product Package/Services of the Company. At the time of Agreement, if any Direct Seller while trying to enter into Agreement with the prospective Direct Seller makes some false commitment, misrepresentation and promises such prospective Direct Seller can write a complaint against the Direct Seller to the Company. Company will take appropriate action against such Direct Seller but Company shall not be responsible and liable for such acts of Direct Seller.

12. Business.

Direct Seller will be entitled to participate in the Company's Business Product marketing program of the Company upon acceptance of an application by the Company. Direct Seller understands that to earn incentives in the program, Direct Seller is responsible for generating business with proper guidance and training of the Company and strictly as per the Terms and Conditions of the Company. Direct Seller having applied to participate in the

Company's web based business program ("Program"), understands that he/she will be bound by the Terms and Conditions/Contract hereof, once such application is submitted online and accepted by the Company.

13. Cross Sponsoring/Cross Recruiting.

Direct Seller understands that cross sponsoring, cross recruiting and cross line jumping are prohibited in the Company's Business Program. This may result in the imposition of penalty/suspension/cancellation/revocation of his/her product/Services and as more fully set forth hereafter, but may include immediate termination from Business Programme without passing of any benefits or revenue/pay-out payable to such Direct Seller/prospective applicant. "Cross sponsoring" means soliciting Direct Seller or any closely related person or entity into an organization different from the existing organization for that Direct Seller, or a closely related person or entity. "Cross jumping" means an associated or any closely related person or entity voluntarily taking a business that is not in the same down line as the one in which the Direct Seller first was placed. "Closely related person or entity" is any person in the household of the Direct Seller [e.g. Spouse, Son, Daughter, Parents) or any Legal entity which is controlled by the Direct Seller.

14. Income Representation.

Direct Seller/User is not entitled to any profit solely on the ground that he/she has introduced another person as Direct Seller to the program. There is no guarantee under this program that the Direct Seller will drive any specific income or profit. Any income that Direct Seller earns under this program is determined by Direct Seller's personal activity/efforts as an independent Direct Seller. The Direct Seller shall not make any income representations except those set forth herein or otherwise specifically set forth in official Company's material. Direct Seller understands that the revenue earned through the Company is not the only source of his/her income and any other income derived will be disclosed to the authority on his/her own account and the Company shall not be responsible for revenue earned by the Direct Seller other than what is earned from the Company.

15. Liability Disclaimer.

The Product may have inaccuracies or errors. The Company and/or its respective Suppliers make no representations about the suitability, reliability, timeliness and Accuracy of the Product. All such information, software, products, services any related graphics are provided "as is" without warranty of any kind.

The Company and/or its respective suppliers hereby disclaim all warranties and conditions with regard to the Product including all implied warranties and conditions or merchantability, fitness for a particular purpose, title and non-infringement. The Company and/or its suppliers shall not be liable in any event for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of the use or performance of the Product.

16. Association

The Association of the Company and its Direct Sellers is on principle to principle basis. Direct Seller agrees that no joint venture, partnership, employment, or agency relationship exists between Direct Seller and the Company as a result of this Agreement or use of the Product.

17. Information about Direct Sellers.

For the purpose of registration before participating in the Company's business program, the Direct Seller is required to furnish the complete and accurate information in the prescribed format to the Company and also keep updated in case of any change.

18. Participation and Disclaimer.

Important- Read Carefully: Be sure to carefully read and understand all of the rights and restrictions described in this Direct Seller Participation, Disclaimer, Terms & Conditions and FAQs (Frequently Asked Questions). Direct Seller will be asked to review and either accept or not accept the terms hereof.

(a) Direct Seller/User checking the CHECK BOX and submitting it during the Registration process while purchasing the products/services online is a symbol of your signatures that you accept the terms of the Direct Seller Participation and Disclaimer. This Direct Seller Participation and Disclaimer is a binding Contract between you an Individual, Company or a legal entity) and the Company and you are bound by the Terms and Conditions of this Agreement Contract.

(b) To become Direct Seller you must have completed at least 18 years of age.

(c) If Direct Seller/user chooses to delete his/her profile and/or terminate the Business relationship with the Company, his/her profile will not appear in any search results. However, the Company keeps the right to continue sending his/her emails in other fields, despite termination of Business relationship.

(d) Direct Seller further agree that the Company reserves the right to suspend the Payment of or forfeit the pay-out of such Applicant [s]/Direct Seller [s) whose Association are liable to be terminating them from Business programme for Committing such actions which are declared to be prohibited under this program or for non-fulfilment of any other action or terms or conditions under this program.

AGREED AND ACCEPTED BY:

DIRECT SELLER