

Independent Membership Agreement

Definitions

1. In this agreement: a) 'SmartWing' is the promoter of this opportunity b) 'compensation plan' means the current SmartWing commission payment scheme as supplied to all Members and as amended from time to time at SmartWing's discretion. c) 'Member' means a person whose Membership application has been accepted by SmartWing, confirmed by the issue of a Member number d) 'upline' means the introducing Member (sponsor) whose name appears on this application and the sponsor of this Member and so on.

Statutory information

2. The goods to be supplied under this scheme are environmentally-conscious domestic consumable products and similar products and items that may be made available from time to time.

3. Your only financial obligations during the period of twelve months from the commencement of this agreement are to pay the full current price of the starter kit as currently advertised and, if you wish to continue as a SmartWing Member after the first twelve months, a Membership renewal fee as per Norms. SmartWing will give you at least sixty days' notice in writing of any subsequent changes in this financial obligation.

Your status

4. As a SmartWing Member you will act in the capacity of an independent self-employed contractor and not as an agent, representative or employee of SmartWing or any other SmartWing Member.

5. In the promotion, purchase and sale of SmartWing products you will act as a principal and will not enter into any contraction behalf of SmartWing without its prior written consent.

6. You will be personally responsible for calculating and declaring your income earned as a SmartWing Member to all relevant tax authorities and for dealing with your own National Insurance and, where appropriate, TDS matters.

7. As a SmartWing Member you are entitled to order products from SmartWing at a discount to the recommended retail price and sell them to consumers, and recruit others to become Members.

Your obligations to SmartWing

8. If you recruit other Members you will assist them to the best of your ability to develop a successful SmartWing business.

9. You consent to disclosure of information about you and your business to your upline Members in order to assist the proper discharge of obligations under their agreements.

10. You will comply with all reasonable directions given by SmartWing in relation to the conduct of your business as a SmartWing Member and you will act in SmartWing's best interests at all times, in particular:

a) You will conduct your business in a legal, ethical and honest manner and do nothing which may harm or damage the reputation of SmartWing or its products; b) You will not assign or transfer in whole or in part your business as a SmartWing Member or any right or obligation under this agreement to any other person, firm or without SmartWing's prior written consent;

c) You will not make claims for SmartWing products or its business that are not set out in (or are inconsistent with) its own literature.

11. You may not sell SmartWing products via Internet auctions of any kind.

12. You will familiarise yourself with the SmartWing Rules & Regulation, Code of Conduct and agree to abide by the letter and the spirit of this document, as amended by SmartWing from time to time.

13. You may not change your sponsor unless you terminate this agreement and reapply for a Membership after six months.

14. SmartWing may take such reasonable actions as it sees fit to remedy any breach of this agreement by a Member, which may

Agreement & Statutory Consent by Applicant:

By signing in the box below I confirm that I wish to become a SmartWing Member. If my application is accepted and a Member number issued to me I agree to act in accordance with the terms and conditions of this Membership agreement. I enclose my acceptance to the current joining kit and I am ready to purchase & utilise than prescribed amount for Kit products within the seven days following acceptance of my application.

Signature of Applicant

Date

Place

Signature of Sponsor

I Certified, by Sponsor Name & ID:

Applicant Name:

include withholding commission payments, suspending promotions and terminating this agreement.

SmartWing's obligations to you

15. SmartWing agrees to pay commissions to you in accordance with its currently published compensation plan.

16. SmartWing will do its utmost to provide you with high quality products and a reliable and efficient service and will provide you with training to assist you in delivering a quality service to customers and growing your SmartWing business.

Your rights on termination of this agreement

17. Either party may terminate this agreement immediately if the other party commits a material breach of its obligations or if you do anything that in the opinion of SmartWing is prejudicial to its interests.

18. You may terminate this agreement without penalty at anytime by giving at least 14 days written notice to SmartWing at its Delhi address as stated on this document.

19. SmartWing may terminate this agreement at any time by giving you 14 days written notice / Common Notice on website.

20. You may cancel this agreement without penalty within 14 days of entering into it and require the return of any money paid to or for the benefit of the promoter or any other Member in connection with your participation in the scheme. You shall effect such cancellation by writing to SmartWing. On receipt at its Delhi address of any unopened, unsold goods in saleable condition purchased by you SmartWing will refund the price paid for them plus any joining fee paid. No handling charges will be made. You also have the right to cancel any services ordered from SmartWing and to recover any money paid in respect of such services not yet supplied to you.

21. If you terminate this agreement more than 14 days after entering into it, or if SmartWing terminates the agreement, you will be released from any future contractual obligations and have the right to return to SmartWing or any Member any unsold goods you have purchased under the scheme within a period of 90 days prior to the termination.

22. If you terminated the agreement, you have the right, on return of any such goods, to recover from the supplier the price (including any GST) which you paid for them less:

a) In the case of any goods the condition of which has deteriorated due to an act or default on your part, an amount equal to the diminution in their value resulting from such deterioration; and b) a reasonable handling charges.

23. Where SmartWing has terminated the agreement, you have the right, on return of any such goods; to recover from the supplier the price (including GST) you paid for them together with any costs incurred for returning the goods to the supplier. 24. In all cases under 18, 19 and 20 above, goods not already held by the supplier shall be delivered within 21 days of the termination to SmartWing's address at its expense and repayments are payable on delivery of the goods or, if the goods are already held by the supplier, forthwith.

25. After termination of this agreement you have the right to retain any commissions paid to you under the compensation plan unless:

a) the commission was paid in respect of goods returned to SmartWing or another Member who paid the commission; and

b) SmartWing has refunded all monies due to you under the agreement in respect of goods returned by you;

c) a repayment of the relevant amount of commission is claimed within 120 days of the date of having been paid.

26. The documents that form the entire agreement between the parties are this application form/agreement, the Rules and Code of Conduct and the compensation plan.

27. SmartWing may terminate this agreement upon you committing any breach of it or upon you entering bankruptcy proceedings.