

the past.

Date:



Please fill this form in ENGLISH and in BLOCK LETTERS.

An SBU of Nebula Infraspace LLP LLP Identification No. AAD - 5208

RERA Agent Reg.	No:
State:	

	REGISTRATION FORM CUM KYC ——————	
Name :		
Gender: M F D.O.B.:	Marital Status : Married Single PASSPC	ORT SIZE
Father's Name/ Husband's Name :		OGRAPH
Address:		
City:	State: Pin Code:	
Mobile No.: + 9 1	Alternate No.: + 9 1	
Email ID :		
NOMINEE INFORMATION:		
Name:		
Relation :	Mobile No.:	
BANK DETAILS: Bank Name :		
BANK DETAILS: Bank Name : Account Holder's Name :		
	IFSC Code:	
Account Holder's Name :		
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Signature:

Place:

NEBULA INDEPENDENT BUSINESS OWNER AGREEMENT TERMS & CONDITIONS

- 1. I understand that as a Nebula, LLP's. (hereinafter "Nebula") Independent Business owner:
 - a) I have the right to purchase products from Nebula at the price for which I am eligible. I have joined as consultant without payment of any registration fee/ sales demonstration material cost. I am not required to purchase any goods or services for an amount/quantity which I cannot reasonably sell or consume. I shall provide a photo Identification Card issued by any Central or State Govt. as proof of address and identity and PAN if applicable.
 - b) I have the right to sponsor qualified persons in Nebula.
 - c) I will assist, train, and motivate the Independent Business owners in my down line marketing organization.
 - d) I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations and shall make all reports and remit all with holdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
 - e) I will perform my obligations as an Independent Business owner with honesty and integrity and will maintain proper record of all accounts.
 - f) I will only use the sales contracts and forms which are provided by Nebula for the sales of its products, and I will follow all policies and procedures established by Nebula for the completion and processing of such contracts and orders. I will always carry the Identification card issued by the Nebula and will always seek prior appointment with customer for initiation of sale, and shall identify myself and Nebula, provide address, registration, telephone number to customer and would truthfully represent the nature of products or services in the manner consistent with the claims authorized by the Nebula.
 - g) Not take any action or conduct myself in any manner that damages the business reputation of Nebula, its founders, directors, or employees.
 - h) I understand that commission or incentive are based on sale of product/services and no payment will be made for recruitment/enrollment of new Business owner.
 - i) I understand that I have a cooling off period of 30 days to cancel the contract and receive refund of any money paid and am also entitle to the benefit of 30 days back-back policy for "currently marketable" goods and services.
 - j) I have undertaken mandatory orientation session and have been provided fair and accurate information on all aspect of business including remuneration system and expected remuneration for new Business owner and undertake to provide the same information to prospect or existing Business owner.
 - k) I would provide accurate and complete explanations and demonstrations of goods, time and place to inspect the sample and take delivery, prices, credit/payment terms, amount to be paid, return policies, terms of guarantee, after-sales service, goods return policy, right to cancel the order, refund policy and complaint redressal mechanism of Nebula. Upon purchase of product by consumer I shall provide information with respect name, delivery date, procedure to return, warranty/ replacement.
 - 1) I will protect the private information of consumer, be guided by provisions of Consumer Protection Act and comply with Direct Selling Guidelines 2016.
 - m]l will not use misleading deceptive or unfair trade practice, nor will misrepresent actual or potential earning/advantage of direct selling nor make any false representation/promise relating to direct selling, earning potential, remuneration system etc. nor will require/encourage other direct seller to purchase goods in unreasonably large amount or any literature sales or training material which is unapproved. I will also not sell Nebula product or services range to or through retail outlets/shops or ecommerce platform as it is not permitted by Direct Selling Guidelines 2016 and Nebula's sales policy.
- 2. I agree to present the Nebula Business Plan and Nebula products as set forth in official Nebula literature. I will make no claims regarding potential income, earnings, and products beyond what is stated in official Nebula literature. I may not use, produce, create, publish, distribute, or obtain from any source other than Nebula, any literature, recordings (audio, video, or otherwise), sales or enrolment aids relating to Nebula products or the Nebula Global Compensation Plan. I understand that I may not use or display any Nebula trademarks, trade names, service marks, logos, designs or symbols to market and advertise Nebula's products or the Nebula opportunity other than as outlined in the Nebula Policies and Procedures without first obtaining written authorization from Nebula.
- 3. I agree that as a Nebula Independent Business owner I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Nebula. I am not authorized to and will not incur any debt, expense, obligation, or open any financial account on behalf of, for, or in the name of Nebula. I understand that I shall control the manner and means by which I operate my Nebula Independent Business ownership, subject to my compliance with these Terms and Conditions, the Nebula Policies and Procedures and the Nebula Global Compensation Plan (all of which are collectively referred to as the "Agreement"). I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, administrative support, office, long distance telephone and other expenses.
- 4. I have carefully read and agree to comply with the Nebula Policies and Procedures and the Nebula Global Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions. I understand that I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from Nebula. I understand that these Terms and Conditions, the Nebula Policies and Procedures, or the Nebula Global Compensation Plan may be amended from time to time, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official Nebula materials and sent to all Independent Business owners. The continuation of my Nebula Independent Business ownership or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
- 5. The term of this Agreement shall begin on date of enrolment and shall continue until terminated by either party. I shall not be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization other than those provided in Nebula Global Compensation Plan. Nebula expressly reserves the right to terminate all Independent Business owner Agreements upon thirty (30) days written notice in the event that it elects to:
- (1) Cease business operations;
- (2) Dissolve as a corporate entity; or
- (3) Terminate distribution of its products via direct selling. In the event of cancellation, failing to make a purchase within each year as determined by the initial enrolment month, I agree to waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. Independent Business owner may terminate this Agreement any time by giving a written notice to Nebula. Nebula may terminate this agreement by giving a written notice pursuant to the provisions of the its Policies and Procedure for reasons of non-performance or For the breach of any of the terms and conditions of this Agreement.
- 6. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Nebula. Any attempt to transfer or assign this Agreement without the express written consent of Nebula renders this Agreement voidable at the option of Nebula and may result in termination of my Independent Business ownership.
- 7. I understand that if I fail to comply with the terms of this Agreement, the Policies and Procedures, or the Global Compensation Plan, Nebula may, at its discretion, terminate my Independent Business ownership or impose upon me other disciplinary action, including but not limited to, forfeiture of bonuses and commissions, and/or loss of all or part of my downline marketing organization. If I am in breach, default or violation of this Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. If this Agreement is terminated for any reason, I will forever lose my rights as a Independent Business owner, including rights to my downline marketing organization, and rights to compensation pursuant to the Nebula Global Compensation Plan. If I fail to pay for products when payment is due, I authorize Nebula to withhold the appropriate amounts from my bonus or commission checks, to charge my credit cards, or debit my financial accounts, if any, which I have authorized Nebula to charge. I understand that the failure to promptly pay for products constitutes a breach of this Agreement.
- 8. To the extent permitted by law, Nebula , its directors, officers, shareholders, employees, assigns, successors, and agents (collectively referred as "affiliates"), shall not be liable for, and I release Nebula and its affiliates from, any and all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by me as a result of: (a) my breach of this Agreement or the Nebula Policies and Procedures; (b) the improper promotion or operation of my Independent Business ownership and any activities related to it (e.g., the presentation of Nebula products or Global Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.); (c) any incorrect or wrong data or information provided by me; or (d) the failure to provide any information or data necessary for Nebula to operate its business, including without limitation, my enrolment and acceptance into the Global Compensation Plan or the payment of Commissions or Bonuses. I agree that the entire liability of Nebula and its affiliates for any claim whatsoever related to the relationship of Nebula and myself, including, but not limited to, any cause of action sounding in contract, tort or equity shall not exceed, and shall be limited to, the amount of products I have purchosed from Nebula under this Agreement or any other agreement that are in resolable condition. I further agree to indemnify, hold harmless, and defend at my expense Nebula and its affiliates against any and all claims, demands, costs, losses, damages, liabilities, judgments, attorney fees and all other expenses arising or alleged to arise in connection with my Independent Business ownership.
- 9. This Agreement and the documents incorporated by reference constitutes the entire contract between Nebula and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and any other agreement (other than the Policies and Procedures), this Independent Business owner Application and Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.
- 10. In the event that a provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.
- 11. The Independent Business Owner Agreement between the Independent Business owner and Nebula has been entered into Ahmedabad, Gujarat, as this is the location where the Independent Business owner submitted the application to enrol as a Nebula Independent Business owner, and where the application was reviewed and approved by Nebula. The Independent Business owner Agreement shall be governed exclusively by the laws of the Gujarat, and the Independent Business owner agrees to submit exclusively to the jurisdiction of the courts of the State Gujarat. This Agreement will be governed by and construed in accordance with the laws of the Gujarat unless the laws of the state in which I reside expressly require the application of its laws. Except as set forth in the Nebula Policies and Procedures.
- 12. Any dispute, differences or claim arising out of as in connection with this Agreement and shall be referred to the sole Arbitrator appointed in accordance with the rules and regulation of International centre for Alternate Dispute Resolution as a fast track arbitration. The venue of such arbitration shall be at Ahmedabad, Gujarat and Court at Ahmedabad Gujarat, India shall alone have jurisdiction in relation to this Arbitration Agreement and any award arising thereof.

13.	I agree to the terms mentioned in this Agreement,	Policies and procedures (Available	at nebulacompanies.com/policy.ph	p) and the compensation p	lan as notified by the co	mpany from time to
time) .					

Date :	Place :		Signature :