



## WORLAND LTD./TSUNAMI VENTURES

### Independent Direct Seller Agreement General Terms and Conditions

#### A. THE INDEPENDENT DIRECT SELLER AGREES:

1. **No Application Fee:** I understand there is no application fee to become an Independent Direct Seller.
2. **No Inventory:** I understand that I am not to purchase inventory for myself to sell. The Company expressly prohibits Independent Direct Sellers from “stocking” its products.
3. **No Sales Activities Reporting Requirements:** Other than my Customer ID Responsibility, I am not required to report to the company on my sales activities.
4. **Demonstrator Bicycle:** I must purchase a Worland electric bicycle of my choice from the Company. All orders submitted to Company shall be accompanied by cash or valid credit card for the full amount due. I understand that all orders are subject to acceptance by Company and the terms of this Agreement.
5. **Customer ID Responsibility:** I agree, that in order to receive commission on my sales I must make sure that the Company knows that I was involved in the purchase of a bicycle within 30 days of shipment, and my customer has confirmed it. I acknowledge that unless the customer confirms that I was his/her Independent Direct Seller, that I will not get commission. Contact Josh at either [Josh@worlandltd.com](mailto:Josh@worlandltd.com), or 415-766-7236 to advise.
6. **Integrity:** I will maintain the highest standards of integrity, honesty and responsibility in dealings with the Company, consumers and other Independent Direct Sellers. To present Worland Ltd./Tsunami Ventures products in a truthful and sincere manner.
7. **Selling & Territory:** To promote and sell Worland Ltd./Tsunami Ventures products. I further understand that I am authorized to sell Worland Ltd./Tsunami Ventures products only in the United States, Puerto Rico, the U.S. Virgin Islands and Guam.
8. **Proper Representation:** I agree to provide truthful and accurate information to my customers and potential customers regarding Worland Ltd./Tsunami Ventures products and will provide advice, answer questions, and teach customers how to use the products using product information and educational tools approved and provided by the Company for use by Independent Direct Sellers. I will provide contact information to my customers sufficient to allow them to contact me in the event the customer has questions about a product or a product purchase.
9. **Conflicting Sellers:** I agree, that in the unlikely event that a bicycle customer lists two or more Independent Direct Sellers as their reps, that the Company in its sole discretion

and fair judgement will determine how to split the commission between the multiple Independent Direct Sellers.

10. **Customer Ordering:** I agree that I will never accept money or credit card information from a customer for purchasing a new Worland Electric Bicycle, and that I will direct all orders to the <http://www.worlandltd.com> website to place their orders directly with the Company.
11. **Advertising & Trademarks:** To protect the Worland Ltd./Tsunami Ventures trademarks and trade name by obtaining the Company's written permission prior to my use in any advertising (including but not limited to the Internet) or literature other than Company-published material. I agree that I will not (directly or indirectly through any intermediary or instrumentality) offer for sale, or facilitate the offering of Worland Ltd./Tsunami Ventures products for sale through such establishments or websites (including, but not limited to, eBay and Amazon). I understand that the obligations in this paragraph survive the termination of this Agreement.
12. **Tax Liability and Local Laws:** As an independent contractor, I assume sole liability for all self-employment (Social Security) taxes, tax filings and registrations legally required by my activities as an Independent Direct Seller and to abide by all federal, state and local laws governing my Worland Ltd./Tsunami Ventures business, including anti-spam, privacy and other consumer protection laws.
13. **Independent Contractor:** I am not a joint venturer with, or franchisee, partner, agent or employee of Company. I have no power or authority to incur any debt, obligation or liability on behalf of Company. I understand that all Independent Direct Sellers are independent contractors and are subject to this provision.
14. **Contact Information:** To keep my contact information on file with the Company up-to-date, including my current address and phone number. I agree that Company may release my name and telephone number in response to a customer's request for a Independent Direct Seller in my area. If this information is not to be released, I agree to notify Company that I do not want this information released by written notice directed to: [Josh@worlandltd.com](mailto:Josh@worlandltd.com), and that I must receive a confirmation of receipt from [Josh@worlandltd.com](mailto:Josh@worlandltd.com) in order to guarantee that my name will not be listed. The Company also may share information about me with other Independent Direct Sellers and third-party vendors as necessary for the fulfillment of contractual obligations.
15. **Confidentiality:** To keep the personal information of other Independent Direct Sellers, customers and potential customers that I obtain as a result of, or in connection with, my Worland Ltd./Tsunami Ventures business secure and not to disclose or share this information with others without express permission from the Company. I further agree to treat any and all personal information received by me directly or indirectly from the Company as highly confidential and to not disclose it to others without the express authorized written permission of the Company.

16. **Tools & Rules:** To abide by the terms, conditions and guidelines of all tools and services that the Company makes available and that I use to support my business.
17. **Family Policy:** A husband and wife are considered one Independent Direct Seller. A husband and wife may not enlist each other.
18. **Recruiting Independent Direct Sellers:** I will not present actual or potential income representations or claims regarding The Worland Direct Seller programs. Only company-provided income illustrations can be used. These illustrations by the company are for illustration only and are NOT guarantees of income.
19. **Direct Selling Ethics:** When presenting the Worland Ltd./Tsunami Ventures opportunity to other potential Independent Direct Sellers, to do so in a truthful and sincere manner and ensure that any prospective Independent Direct Seller recruited by me is the age of 18 years or older.
20. **Compliance:** To comply with any changes to the General Terms and Conditions of the Independent Direct Seller Agreement that may be made by the Company. The Company may change suggested retail prices, discounts, commissions, shipping and handling charges, and active status requirements at any time, which become effective after the Company has provided 10 days' written notice of the changes by posting on the Company website(s).
21. **Spamming:** Since my actions reflect on the Company, at no time am I allowed to "spam" via email or social media post, or make telemarketing "cold calls" to individuals. In addition, every email you send out regarding our products must have a reliable and clear "Unsubscribe" option. Getting complaints about you spamming is grounds for immediate termination.
22. **Telemarketing:** The Federal Trade Commission and the Federal Communications Commission, as well as other applicable local authorities, each have regulations that restrict telemarketing practices. Many authorities have "do not call" regulations as part of their telemarketing laws. Although Company does not consider Independent Direct Sellers to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that a Distributor's inadvertent action of calling someone whose telephone number is listed on a "do not call" registry could cause them to violate the law. Moreover, these regulations must not be taken lightly, as they can carry significant penalties and fines, per violation.
23. **No Communication With Manufacturers:** I understand that as an Independent Direct Seller I am prohibited from communicating directly or indirectly with the manufacturer of any component part or product sold by the Company, and from speaking with such manufacturer's employees, agents, or representatives, except at a Company-sponsored event which the manufacturer or its representative attends at the request of the Company.

24. **Agreement Not to Compete:** For the duration of this agreement, and for a period of twelve (12) months thereafter, I agree not to compete with the protected business interests of Worland Ltd./Tsunami Ventures by selling or promoting other competing products or business opportunities while an Independent Direct Seller. As an Independent Direct Seller I acknowledge and recognize that this restriction is necessary for Worland Ltd./Tsunami Ventures to preserve and protect its valuable interests and agrees that an injunction or any other available remedy may be necessary and appropriate for the protection of such interests.
25. **Non-Disparagement:** The Company wants to provide its customers and Independent Direct Sellers with the best products, Compensation Plan and service possible. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to Josh at either [josh@worlandltd.com](mailto:josh@worlandltd.com) or 415-766-7236. Independent Distributors should not, however, disparage, demean or make negative remarks about the Company, other Company Independent Direct Sellers, Worland's products, the Compensation Plan, or the Company's directors, officers or employees.
26. **Liability:** I am fully responsible for all of my verbal and written statements made regarding Company's products and the Compensation Plan which are not expressly contained in official Company website (worlandltd.com), or Company's provided sales materials. I agree to indemnify Worland Ltd./Tsunami Ventures and its directors, officers, employees and agents, and hold them harmless from any and all liability including, but not limited to, judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Company as a result of the Independent Direct Seller's unauthorized representations or actions. This provision shall survive the termination of the Agreement.
27. **Arbitration:** I agree that if a legal disagreement arises between Independent Direct Seller and the Company, both parties agree to resolve it by binding arbitration in accordance with the existing rules of the American Arbitration Association. Any arbitration proceedings will be held at the location of the Company's choosing.

**B. WORLAND LTD./TSUNAMI VENTURES INC. ("COMPANY") AGREES:**

1. In exchange for Independent Direct Seller's compliance with the terms and conditions set forth above, Company agrees to pay Independent Direct Seller a commission on all purchases of Worland Bicycles that the Independent Direct Seller made based upon the then published commission schedule found on <https://www.worlandltd.com/become-electric-bicycle-dealer/>
2. When an Independent Direct Seller sells a Worland electric bicycle to someone who decides to become an Independent Direct Seller too, we will pay you a commission of 2.5% of their e-bike sales for the next two years.
3. To pay all commissions earned once per month, within 45 days of the end of the refund period.

4. Not to impose any geographical territories on Independent Direct Seller concerning sales and team-building except as provided in Section A. 7. Company reserves no right of control or direction of Independent Direct Seller's activities, other than the right to discuss results.
5. There will be no direct sales from Company to the Independent Direct Seller's customer without a commission being paid to customer's Independent Direct Seller, provided Independent Direct Seller is a Worland Ltd./Tsunami Ventures Independent Direct Seller at the time of the sale. Commissions will be charged back on customer returns.
6. To provide information, and guidance in how to sell Worland Electric Bicycles as per outlined on the website: <https://www.worlandltd.com/become-electric-bicycle-dealer/>

This Agreement is subject to acceptance by Company through issuance of a Notice of Acceptance. Such acceptance is conditioned upon purchase of a Worland Electric Bicycle.

This Agreement shall be effective from the date of acceptance until December 31 of the same year and shall thereafter be automatically renewed each January 1, for additional terms of one year each, provided that the Agreement may be terminated by either party effective immediately for any breach of its provisions or by either party at any time during the initial term or any renewal term by not less than thirty (30) days written notice.

It is not necessary to submit a new Agreement (or purchase an additional Worland Electric Bicycle if you still own one) to become an active Independent Direct Seller. The then current Independent Direct Seller Agreement will continue in full force and effect.

This is the sole and only Agreement between the parties relating to the subject matter hereof, and both parties acknowledge that the Independent Direct Seller is not an employee of Company and will not be treated as an employee with respect to this Agreement for federal, state or local tax purposes, or otherwise.

Signature: \_\_\_\_\_

Name:	
Address:	
Telephone #:	
Website:	
Twitter:	
Facebook:	
Pinterest:	
LinkedIn:	
Instagram:	